Company Tracking Number: HM905-LMP (10/10)

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: LMBP

Project Name/Number: NBLA Filing/HM905-LMP (10/10)

Filing at a Glance

Company: HM Life Insurance Company

Product Name: LMBP SERFF Tr Num: HMRK-127828823 State: Arkansas
TOI: H21 Health - Other SERFF Status: Closed-Approved-State Tr Num: 50280

Closed

Sub-TOI: H21.000 Health - Other Co Tr Num: HM905-LMP (10/10) State Status: Approved-Closed

Author: Jennifer Bayich Disposition Date: 11/28/2011

Date Submitted: 11/16/2011 Disposition Status: Approved-

Closed

Reviewer(s): Rosalind Minor

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

Filing Type: Form

General Information

Project Name: NBLA Filing Status of Filing in Domicile: Not Filed

Project Number: HM905-LMP (10/10)

Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Exempt from filing

in Pennsylvania.

Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Group Market Type: Association Overall Rate Impact:

Filing Status Changed: 11/28/2011

State Status Changed: 11/28/2011 Deemer Date:

Created By: Jennifer Bayich

Corresponding Filing Tracking Number:

Submitted By: Jennifer Bayich

DDACA: Not DDACA Polated

Explanation for Combination/Other:

PPACA: Not PPACA-Related

PPACA Notes: null Filing Description:

Re: HM Life Insurance Company

NAIC Co. #93440

Indemnity Medical Insurance Filing

National Better Living Association Form Filling:

HM905-LMP (10/10)

HM905-LMC (10/10) Platinum 250

Company Tracking Number: HM905-LMP (10/10)

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: LMBP

Project Name/Number: NBLA Filing/HM905-LMP (10/10)

HM905-LMC (10/10) Platinum 300 HM905-LMC (10/10) Platinum 500 HM905-LMC (10/10) Platinum 1000 HM905-LMP (10/10) (End)

Dear Sir or Madam:

The certificate forms attached to this filing represent the benefits that will be offered to members of the National Better Living Association (NBLA) that reside in Arkansas through a policy issued to NBLA in the State of Georgia. The attached Endorsement will be issued will all four certificates.

The benefits described in the attached certificates represent HM Life's Indemnity Medical product a type of accident and health coverage marketed in lieu of, or as a supplement to, a traditional medical plan. The above forms provide a limited benefit directly to a claimant on a reimbursement basis; they do not provide health care, major medical or comprehensive medical insurance.

Members of NBLA may choose benefits for themselves and their dependents from one of four plans, each of which is described in a dedicated certificate

Variable information is limited to the following items in the certificates:

- Item 6 in Termination of Insurance
- [6. the next premium due date after first of the month following the date the Covered Person attains age 70].
- Item 28 in Excluded Expenses

[28. the treatment of:

- a. mental illness;
- b. functional or organic nervous disorder, regardless of cause;
- c. alcohol abuse;
- d. drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed].

In addition to the attached policy and certificates we have encloses a copy of the Association's By-laws and Articles of Incorporation.

Company Tracking Number: HM905-LMP (10/10)

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: LMBP

Project Name/Number: NBLA Filing/HM905-LMP (10/10)

If you have any questions, please contact me at the left-side address, by telephone at 412-544-0923 or if you prefer via e-mail to Jennifer.bayich@hminsurancegroup.com. Thank you in advance for your time and consideration.

Sincerely,

Jennifer L. Bayich, Esq.

Regulatory Compliance Consultant

Company and Contact

Filing Contact Information

Jennifer Bayich, Compliance Analyst II jennifer.bayich@hminsurancegroup.com

P.O. Box 535061 412-544-0923 [Phone] P6504 412-544-1138 [FAX]

Pittsburgh, PA 15235-5061

Filing Company Information

HM Life Insurance Company CoCode: 93440 State of Domicile: Pennsylvania

PO Box 535065 Group Code: 812 Company Type:
Suite P6504 Group Name: HM Insurance Group State ID Number:

Pittsburgh, PA 15253-5065 FEIN Number: 06-1041332

(412) 544-1139 ext. [Phone]

Filing Fees

Fee Required? Yes Fee Amount: \$300.00

Retaliatory? No

Fee Explanation: 6 forms x \$50 = \$300

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

HM Life Insurance Company \$300.00 11/16/2011 53779662

HM905-LMP (10/10) Company Tracking Number:

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

LMBP Product Name:

NBLA Filing/HM905-LMP (10/10) Project Name/Number:

Correspondence Summary

Dispositions

Created On Date Submitted Status Created By Approved-**Rosalind Minor** 11/28/2011 11/28/2011

11/16/2011

Closed

Objection Letters and Response Letters

Objection Letters Response Letters Status Responded By Date Submitted Created By Created On Date Submitted **Created On** Rosalind Minor 11/16/2011 Pending Jennifer Bayich 11/21/2011

11/21/2011

Industry Response

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting	Articels of Incorporation and Bylaws	Jennifer Bayich	11/16/2011	11/16/2011
Document				

Company Tracking Number: HM905-LMP (10/10)

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: LMBP

Project Name/Number: NBLA Filing/HM905-LMP (10/10)

Disposition

Disposition Date: 11/28/2011

Implementation Date:
Status: Approved-Closed
HHS Status: HHS Approved

State Review: Reviewed-No Actuary

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 HMRK-127828823
 State:
 Arkansas

 Filing Company:
 HM Life Insurance Company
 State Tracking Number:
 50280

Company Tracking Number: HM905-LMP (10/10)

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: LMBP

Project Name/Number: NBLA Filing/HM905-LMP (10/10)

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Supporting Document	Submission Letter	Approved-Closed	Yes
Supporting Document	Articels of Incorporation and Bylaws	Approved-Closed	Yes
Supporting Document	Red-Lined Certificates	Approved-Closed	Yes
Supporting Document	Response Letter	Approved-Closed	Yes
Form	Policy	Approved-Closed	Yes
Form (revised)	Certificate	Approved-Closed	Yes
Form	Certificate	Replaced	Yes
Form (revised)	Certificate	Approved-Closed	Yes
Form	Certificate	Replaced	Yes
Form (revised)	Certificate	Approved-Closed	Yes
Form	Certificate	Replaced	Yes
Form (revised)	Certificate	Approved-Closed	Yes
Form	Certificate	Replaced	Yes
Form	Endorsement	Approved-Closed	Yes

Company Tracking Number: HM905-LMP (10/10)

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: LMBP

Project Name/Number: NBLA Filing/HM905-LMP (10/10)

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 11/16/2011 Submitted Date 11/16/2011

Respond By Date
Dear Jennifer Bayich,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certificate, HM905-LMC (10/10) Platinum 250 (Form)
- Certificate, HM905-LMC (10/10) Platinum 300 (Form)
- Certificate, HM905-LMC (10/10) Platinum 500 (Form)
- Certificate, HM905-LMC (10/10) Platinum 1000 (Form)

Comment:

It is requested that you add to the face page of each certificate the following statement: Any certificates issued in Arkansas will be governed by the State of Arkansas.

Thank you for your cooperation.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Company Tracking Number: HM905-LMP (10/10)

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: LMBP

Project Name/Number: NBLA Filing/HM905-LMP (10/10)

Response Letter

Response Letter Status Submitted to State

Response Letter Date 11/21/2011 Submitted Date 11/21/2011

Dear Rosalind Minor,

Comments:

Response 1

Comments: Thank you for your continued review of this filing. In response to your objection letter of November 16, 2011 a statement has been placed on all four of the certificate face pages that certificates issued in Arkansas are governed by Arkansas.

Attached for your review are red-lined copies of the forms as well as clean copies. The placing of this statement is the only change made to the forms.

If you have any questions, please contact me at the left-side address, by telephone at 412-544-0923 or if you prefer via e-mail to Jennifer.bayich@hminsurancegroup.com. Thank you in advance for your time and consideration.

Sincerely,

Jennifer L. Bayich, Esq.

Regulatory Compliance Consultant

Related Objection 1

Applies To:

- Certificate, HM905-LMC (10/10) Platinum 250 (Form)
- Certificate, HM905-LMC (10/10) Platinum 300 (Form)
- Certificate, HM905-LMC (10/10) Platinum 500 (Form)
- Certificate, HM905-LMC (10/10) Platinum 1000 (Form)

Comment:

It is requested that you add to the face page of each certificate the following statement: Any certificates issued in Arkansas will be governed by the State of Arkansas.

Thank you for your cooperation.

 SERFF Tracking Number:
 HMRK-127828823
 State:
 Arkansas

 Filing Company:
 HM Life Insurance Company
 State Tracking Number:
 50280

Company Tracking Number: HM905-LMP (10/10)

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: LMBP

Project Name/Number: NBLA Filing/HM905-LMP (10/10)

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Red-Lined Certificates

Comment:

Satisfied -Name: Response Letter

Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Certificate	HM905- LMC (10/10) Platinum 250		Certificate	Initial		54.000	NBLA HM905 LMC _1010_ P250.rev. 11.21.11cl ean.pdf
Previous Version	LIMOOF		Contificato	lnitial		E4.000	NDI A
Certificate	HM905- LMC (10/10) Platinum 250		Certificate	Initial		54.000	NBLA HM905 LMC _1010_ P250.pdf
Certificate	HM905- LMC (10/10) Platinum 300		Certificate	Initial		54.000	NBLA HM905 LMC _1010_ P300.rev. 11.21.11cl ean.pdf
Previous Version							·
Certificate	HM905- LMC (10/10)		Certificate	Initial		54.000	NBLA HM905 LMC

SERFF Tracking Number: HMRK-127828823 State: Arkansas 50280 Filing Company: HM Life Insurance Company State Tracking Number: HM905-LMP (10/10) Company Tracking Number: TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other LMBP Product Name: NBLA Filing/HM905-LMP (10/10) Project Name/Number: Platinum _1010_ 300 P300.pdf Certificate HM905-Certificate Initial 54.000 **NBLA LMC** HM905 (10/10)**LMC** Platinum _1010_ 500 P500 rev.clean. pdf **Previous Version** Certificate Certificate **NBLA** HM905-Initial 54.000 **LMC** HM905 (10/10)**LMC** Platinum _1010_ P500.pdf 500 Certificate Certificate **NBLA** HM905-Initial 54.000 **LMC** HM905 (10/10)**LMC Platinum** _1010_ 1000 P1000 rev 11.21.11 clean.pdf Previous Version Certificate HM905-Certificate Initial 54.000 **NBLA LMC** HM905 (10/10)LMC **Platinum** _1010_

No Rate/Rule Schedule items changed.

1000

Sincerely,

Jennifer Bayich

P1000.pdf

Company Tracking Number: HM905-LMP (10/10)

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: LMBP

Project Name/Number: NBLA Filing/HM905-LMP (10/10)

Amendment Letter

Submitted Date: 11/16/2011

Comments:

Attached are the articles of incorporation and bylaws. They were mistakenly ommitted from the initial filing. I apologize for the over-site.

Thank you.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Articels of Incorporation and Bylaws

Comment:

Exhibit 1 Articles of Association.pdf Exhibit 3-NBLA Bylaws (2).pdf

 SERFF Tracking Number:
 HMRK-127828823
 State:
 Arkansas

 Filing Company:
 HM Life Insurance Company
 State Tracking Number:
 50280

Company Tracking Number: HM905-LMP (10/10)

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: LMBP

Project Name/Number: NBLA Filing/HM905-LMP (10/10)

Form Schedule

Lead Form Number: HM905-LMP (10/10)

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Status							
Approved- Closed 11/28/2011	LMP	Policy/Cont ract/Fratern al Certificate	•	Initial		54.000	NBLA HM905 LMP _1010pdf
Approved- Closed 11/28/2011	LMC	Certificate	Certificate	Initial		54.000	NBLA HM905 LMC _1010_ P250.rev. 11.21.11clean .pdf
Approved- Closed 11/28/2011	LMC	Certificate	Certificate	Initial		54.000	NBLA HM905 LMC _1010_ P300.rev.11.2 1.11clean.pdf
Approved- Closed 11/28/2011	LMC	Certificate	Certificate	Initial		54.000	NBLA HM905 LMC _1010_ P500 rev.clean.pdf
Approved- Closed 11/28/2011	LMC	Certificate	Certificate	Initial		54.000	NBLA HM905 LMC _1010_ P1000 rev 11.21.11 clean.pdf
Approved- Closed 11/28/2011	HM905- LMP (10/10)(EN D)	Amendmen		Initial			HM905-LMP NBLA 11.11 Endorsement. pdf

HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

GROUP INDEMNITY MEDICAL INSURANCE POLICY NON-PARTICIPATING

THIS POLICY PROVIDES GROUP INDEMNITY MEDICAL INSURANCE. IT DOES NOT PROVIDE MAJOR MEDICAL OR COMPREHENSIVE MEDICAL INSURANCE.

NOTICE THE LAWS OF THE STATE OF GEORGIA PROHIBIT INSURERS FROM UNFAIRLY DISCRIMINATING AGAINST ANY PERSON BASED UPON HIS OR HER STATUS AS A VICTIM OF FAMILY VIOLENCE.

POLICYHOLDER: National Better Living Association

GROUP POLICY NUMBER: *

POLICY EFFECTIVE DATE: December 1, 2011

POLICY ANNIVERSARY DATE: December 1

STATE OF ISSUE: Georgia

HM Life Insurance Company, herein called the Company or We, Us or Our, in consideration of the Application for this Group Policy and the timely payment of Premiums, agrees, subject to the terms and conditions of the Policy, to insure the Policyholder's eligible employees and their eligible dependents under this Policy.

This Policy is intended to be read in its entirety. We agree to provide Medical Indemnity Insurance Benefits described in this Policy and the attached Certificates in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown above.

This Policy and the Certificate describes the terms and conditions of insurance. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all of this Policy's and the attached Certificate's provisions carefully.

This Policy goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's address. The laws of the State of Issue shown above govern this Policy. We and the Policyholder agree to all of the terms of this Policy.

Cancellation

We or the Policyholder may cancel this Policy, after the first year as of any Premium Due Date, by giving the other party 120 days advance written notice.

If a premium is not paid when due, we will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the Schedule of Benefits.

Grace Period

A Policy Grace Period of 40 days will be granted for remittance of required premiums due after the first premium, unless:

- 1. We do not intend to renew this Policy beyond the period for which premium has been remitted; and
- 2. written notice of our intention not to renew is delivered to the Policyholder at least 120 days before the premium is due.

This Policy will be in force during the Policy Grace Period. If the required premiums are not remitted during the Policy Grace Period, insurance will end on the last day of the Grace Period. The Policyholder is liable to us for any premium collected, but not remitted for the time this Policy was in force.

An Individual Grace Period of 31 days, applicable when a Covered Person remains eligible under this Policy under the *Continuation Provisions*, will be granted for payment of required premiums to the Policyholder. A Covered Person's insurance under this Policy will remain in force during the Grace Period. We will reduce any benefits payable for any claims incurred during the Grace Period by the amount of premium due.

If no such claims are incurred and premium is not paid to the Policyholder during the Individual Grace Period, insurance will end on the last day of the period for which premiums were paid.

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates, as set forth in the *Schedule of Benefits* or subsequently changed, the plan and amounts of insurance in effect for Covered Persons and the premium mode selected, as shown in the *Schedule of Benefits*. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

Premium Payment

The total premium for this Policy is the sum of premiums remitted:

- 1. by the Policyholder for all Covered Persons other than those described in (2) below, including any amounts contributed toward the cost of this coverage by Covered Persons; and
- 2. by Covered Persons who remain eligible for coverage under one of the *Continuation Provisions* of this Policy.

If any premium is not paid when due, this *Policy will be cancelled* as of the Premium Due Date of the unpaid premiums, except as provided in the Grace Period provision.

Changes in Premium Rates

We may change the premium rates from time to time with at least 120 days advance written notice to the Policyholder. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of this Policy change;

- 2. the number of Covered Persons eligible for coverage increases or decreases by more than 10% since the later of the Policy Effective Date and the date of the last renewal of this Policy;
- 3. less than 10 Employees eligible for coverage are insured under this Policy;
- 4. coverage is reinstated following failure to pay premium during the Grace Period;
- acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 10% or more the number of eligible individuals;
- 6. a change in the number of eligible individuals which would, on a manual rate basis, require a change of 10% or more in the premium rate;
- 7. a change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects our benefit obligations under this Policy; or
- 8. the Policyholder fails to provide sufficient information, as required by us, to confirm adequacy of premiums and rates currently being paid.

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

Premium Audit

We will have the right to audit books and records of the Policyholder at its place of business and during regularly-scheduled business hours, in order to determine the accuracy of premium paid.

Legal Actions

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than five years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods.

- 1. A request for lump sum payment of the overpaid amount.
- 2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

Entire Contract; Changes

This Policy and the Certificate of Insurance, including the application, endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

Misstatement of Fact

If a Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Certificates

Where required by law, we will provide a certificate of insurance for delivery to the Covered Person. Each certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any Covered Person that wants to make an assignment of his insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Covered Person's insurance (including an assignment on a form furnished by us or by the Policyholder).

Incontestability

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the terms of the Policy, all statements made by the Policyholder to obtain this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder. After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

Reporting Requirements

The Policyholder or its authorized agent must report all of the following to Us by the premium due date:

- 1. the number of persons insured on the Policy Effective Date;
- 2. the number of persons who are insured after the Policy Effective Date;
- 3. the number of persons whose insurance has terminated;
- 4. any additional information required by us.

Clerical Error

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any

Workers' Compensation, Occupational Disease or similar law.

Incorporation

The provisions of the attached Certificates, all endorsements and riders, and all endorsements and riders issued to amend this Policy after its effective date are made a part of this Policy.

IN WITNESS WHEREOF **HM Life Insurance Company** has caused this Policy to be executed on the Date of Issue to take effect on the Effective Date

President

Mihe Sullin

HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

HM Life Insurance Company, certifies that you will be insured under the Group Policy Number issued to the Policyholder shown below during the time, in the manner, and for the amounts provided in the Group Policy.

President

Mile Sullin

POLICYHOLDER: National Better Living Association

GROUP POLICY NUMBER: *

POLICY EFFECTIVE DATE: December 1, 2011

CERTIFICATE EFFECTIVE DATE: December 1, 2011

STATE OF ISSUE: Georgia

A Group Policy has been issued to the Policyholder. Your coverage under that Group Policy is shown in this Certificate. If your coverage is changed by an amendment to the Group Policy, We will provide the Policyholder with a revised Certificate or other notice to be given to you.

PLEASE READ THIS CERTIFICATE CAREFULLY

ANY CERTIFICATE ISSUED IN ARKANSAS WILL BE GOVERNED BY THE STATE OF ARKANSAS

This Certificate of Insurance has a Table of Contents to help you find specific provisions. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Certificate Effective Date shown above, at the Policyholder's address. The laws of the State of Issue shown above govern this Certificate.

"You" and "your" refer to the Covered Employee. The "Company", we", "us", and "our" refer to **HM Life Insurance Company**. Other defined terms are printed with an initial capital letter.

• GROUP INDEMNITY MEDICAL INSURANCE CERITFICATE • NON-PARTICIPATING

THIS CERTIFICATE DESCRIBES THE GROUP INDEMNITY MEDICAL INSURANCE PROVIDED UNDER THE GROUP POLICY. THE GROUP POLICY DOES NOT PROVIDE MAJOR MEDICAL OR COMPREHENSIVE MEDICAL INSURANCE.

NOTICE THE LAWS OF THE STATE OF GEORGIA PROHIBIT INSURERS FROM UNFAIRLY DISCRIMINATING AGAINST ANY PERSON BASED UPON HIS OR HER STATUS AS A VICTIM OF FAMILY VIOLENCE.

TABLE OF CONTENTS

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SCHEDULE OF BENEFITS

This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to the benefits provided by the Policy under this Certificate please read all the provisions carefully.

Eligible Persons: An Eligible Person is an individual who is a member of the National Better Living Association.

Eligibility Waiting Period: None

MEDICAL INDEMNITY BENEFITS

This Schedule of Benefits provides a brief outline of the Medical Indemnity Benefits provided by the Policy under this Certificate. Please read the Description of Benefits section for full details.

Covered Expense

Benefit Amount

In-Patient Hospital Services

Maximum Daily In-Hospital Benefit	\$250
Maximum Days per [Plan] Year	30

Additional Daily Benefit for the first day of Hospital confinement (limited to 1

admissions per Plan Year) \$250

Daily ICU, CCU, NICU or PICU Benefit \$500 Maximum Days per Plan Year` 30 *

Out-Patient Diagnostic Testing Benefit

Daily Out-Patient Tests \$50

Maximum Days per Plan Year
(limited to one test per day) 1

Physician Services

Surgery Benefit See Schedule of Surgical Procedures

Maximum Procedures per Plan Year *

Anesthesia Benefit 20% of the Surgery Benefit payable for the

procedure performed

Office Visits

Maximum Benefit per Visit \$30

Maximum Number of Visits

per Plan year 3

Wellness Service Benefit

Benefit per Service \$50

HM905-LMC (10/10) 4 Platinum 250

^{*} Each day of confinement in an ICU, CCU, NICU, or PICU reduces the available In-Hospital Benefits days by one.

^{*} Exceptions apply – See Schedule of Excepted Procedures

1

Contributions

The entire cost of this insurance is paid by Covered Persons.

GENERAL DEFINITIONS

Please note that certain words used in this Certificate have specific meanings. Other than references to he, him, his, you, your, yours, we, us or our the words defined below and capitalized within the text of this Certificate have the meanings set forth below.

Ambulance Service means an entity which is licensed by the state, where required, which provides local air or land transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured. A Trip means transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured, for example:

- 1. from a Covered Person's home, the scene of an accident or medical emergency to a Hospital or skilled nursing facility; or
- 2. between Hospitals; or
- 3. between a Hospital and skilled nursing facility

Company or we, us or our means HM Life Insurance Company, domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

- 1. occurs while the Covered Employee is covered under this Certificate;
- 2. treatment must be rendered within 72 hours of such Covered Accident;
- 3. is not contributed to by disease, sickness, or mental or bodily infirmity; and
- 4. is not otherwise excluded under the terms of this Certificate.

Covered Member means an Eligible Person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by us and required premium has been paid when due and for whom coverage under this Certificate remains in force.

Covered Expenses means the benefits shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Medical Indemnity Benefits* section of this Certificate. Covered Expenses must be Incurred by a Covered Person for Treatment of a Covered Accident or a Covered Sickness.

Covered Person means a Covered Member, an eligible spouse and eligible dependent children who are covered under this Certificate.

Covered Sickness means a bodily disorder, disease, physical or mental condition, functional nervous disorder, pregnancy, or complication of pregnancy that:

1. is first manifested while the Covered Person is covered under this Certificate or is not subject to the Pre-Existing Condition Limitation; and

2. is not otherwise excluded under the terms of this Certificate.

A Covered Sickness includes congenital defects and birth abnormalities of a newborn child.

Eligible Dependent means the Covered Member's:

- 1. lawful spouse, unless such spouse is eligible for medical coverage as a Covered Employee under this Policy; and
- 2. unmarried natural or step child, unless such child is eligible for medical coverage as a Covered Employee under this Policy and who:
 - a. is less than 26 years old; or
 - b. becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for dependent children. The Company must receive proof of incapacity within 31 days after coverage would otherwise terminate. This insurance will continue for as long as the Covered Employee's insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age 26;
 - c. is adopted by or placed for adoption with, or is party in a suit for adoption by, the Covered Employee; or
 - d. is required to be provided coverage by the Insured or his spouse under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609[a]).

Eligible Person means an individual as defined in the Schedule of Benefits

He, him or his means an individual, male or female.

Hospital means an institution that meets all of the following:

- 1. it is licensed and accredited by the Joint Commission on Accreditation of Health Care Organizations as a Hospital pursuant to applicable law; it is primarily and continuously engaged in providing medical care and treatment to a sick and injured persons:
- 2. it is managed under the supervision of a staff of legally licensed physicians;
- 3. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 4. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
- 5. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

- 1. rehabilitation, convalescent or custodial care;
- 2. the aged; or
- 3. Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person Incurs an expense.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident or a Covered Sickness. Separate Hospital Stays due to the same Covered Accident or Covered Sickness will be treated as one Hospital Stay unless (a) separated by at least 90 days or (b) a Covered Employee returns to Active Service for 30 or more days between Hospital Stays.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day or twenty-four (24) continuous hours in a Hospital and incurred room and board charges. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case The term "Inpatient" shall mean a Covered Person is required to be confined for a period of at least a full day or twenty-four (24) continuous hours as determined by the Hospital.

Member means a member of the National Better Living Association

Out-Patient means a Covered Person who receives covered treatment, services and supplies while not an Inpatient in a Hospital.

Physician means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

- 1. employed or retained by the Policyholder; or
- 2. living in the Covered Person's household; or
- 3. a parent, sibling, spouse or child of the Covered Person.

Pre-Existing Condition means any injury sustained in an accident that occurred, or a sickness that first manifested itself before the Covered Person's effective date of coverage under this Policy and for which the Covered Person has not received any diagnosis, medical advice, care or treatment within the 6-month period immediately preceding His effective date of coverage.

A pregnancy that existed on a Covered Person's effective date will not be considered as a Pre-Existing Condition.

Benefits for Pre-Existing Conditions may be limited. Please read the *Description of Medical Indemnity Benefits* section for any applicable limitations.]

Policyholder means the entity shown on the cover page of this policy.

Treatment means care, services or supplies, provided by or at the direction of a Physician for a Covered Expense.

You or your mean the Covered Member.

ELIGIBILITY, EFFECTIVE DATE, TERMINATION AND CONTINUATION PROVISIONS

Certificate Effective Date

We agree to provide Medical Indemnity Insurance Benefits described in this Certificate in

consideration of your enrollment and payment of the contributions, if any, when due. Your coverage under this Certificate's begins on the date you are eligible.

Eligibility

A Member becomes eligible for insurance under the Policy on first of the month following the date he becomes Eligible Person. Dependents of an Eligible Person become eligible for any dependent insurance provided by this Certificate on the later of first of the month following the date the Member becomes eligible and first of the month following the date the spouse or dependent child meets the applicable definition shown in the *Definitions* section of this Policy.

No person may be eligible for insurance under the Policy as both a Member and a spouse or dependent child at the same time.

If both spouses are eligible as a Member, the dependent children may be covered under only one Member, but not both of them.

If both spouses meet the definition of an Eligible Person, as shown in the *Schedule of Benefits* and have:

- 1. No dependent children both may be insured as a Covered Member or one may elect to insure the other as an Eligible Dependent.
- 2. Dependent children, both may be insured as a Covered Member but only one may elect dependent coverage to insure dependent children.

A spouse that does not meet the definition of an Eligible Member or a dependent child may elect to be insured as an Eligible Dependent provided one spouse meets the definition of an Eligible Person as shown in the *Schedule of Benefits*.

You must enroll for your insurance and your Eligible Dependents insurance and agree to make any required contributions for that coverage when due. Your insurance and your Eligible Dependent's insurance will be effective on the first of the month following the date we receive a completed enrollment form and the required first contribution.

Insurance becomes effective for a newborn dependent child automatically from the moment of the child's live birth. Insurance for that dependent child will end automatically 31 days later unless the Member enrolls the child and pays the required initial premium with 31 days of the child's birth.

Effective Date of Changes

Any increase or decrease in the amount of insurance for a Covered Person resulting from a change in benefits provided by this Policy will take effect on first of the month following the date of such change. Increases will take effect subject to any Pre-Existing Condition limitation.

Termination of Insurance

Please read the *Continuation Provisions* section of this Certificate for information on continuation after eligibility for coverage would otherwise end.

The insurance on a Covered Person will end on the earliest date below:

1. first of the month following the date this Certificate or insurance for a Covered Class is terminated;

- 2. the next premium due date after first of the month following the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Certificate:
- 3. the last day of the last period for which contributions, if any, are paid;
- 4. the end of any period of continuation, as provided in the Continuation Provisions; and
- 5. with respect to an Eligible Dependent, first of the month following the date of the death of the Covered Employee or first of the month following the date of divorce from the Covered Employee[;]
- [6. the next premium due date after first of the month following the date the Covered Person attains age 70].

Termination will not affect a claim for Covered Expenses Incurred while coverage was in effect.

Continuation Provisions

Continuation may be available after the termination of this insurance. Please contact your employer for details.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to us within 31 days after a Covered Expense is Incurred or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to us at our Administrative Office. Notice should include the Policyholder's name and policy number and the Covered Person's name, address, and Policy Number.

Claim Forms

We will send claim forms for filing proof of loss when we receive notice of a claim. If such forms are not sent within 15 days after we receive notice, the proof requirements will be met by submitting, within the time fixed in this Certificate for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to us must be given to us at our Administrative Office within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which we are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to lack of legal capacity.

Time of Payment of Claims

We will pay benefits due under this Certificate for any loss immediately upon receipt of due written or authorized electronic proof of such loss.

Payment of Claims

All benefits will be paid in United States currency. All benefits payable under this Certificate, unless otherwise stated, will be payable to the Covered Person or to his estate.

Claim Administration

For plans subject to the Employee Retirement Income Security Act (ERISA), The plan administrator of the employer's employee welfare benefit plan (the plan) has selected us as the plan fiduciary under federal law for the review of claims for benefits provided by this Certificate and for deciding appeals of denied claims. In this role we shall have the authority, in our discretion, to interpret the terms of plan documents, to decide questions of eligibility for coverage or benefits under the plan, and to make any related findings of fact. All decisions made by us in this capacity shall be final and binding on participants and beneficiaries of the plan to the full extent permitted by state and federal law.

We will have no fiduciary responsibility with respect to the administration of the plan except as described above. It is understood that our sole liability to the plan and to participants and beneficiaries under the plan shall be for the payment of benefits provided under this Certificate.

We may contract with another entity to perform this function on our behalf.

Physical Examination and Autopsy

We, at our own expense, have the right and opportunity to examine the Covered Person when and as often as we may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Certificate less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Certificate. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods.

- 1. A request for lump sum payment of the overpaid amount.
- 2. A reduction of any amounts payable under this Certificate.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

GENERAL PROVISIONS

10 Day Right To Examine Certificate

If a Covered Person is not satisfied with the Certificate for any reason, it may be returned to Us within 10 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any Covered Person that wants to make an assignment of his insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Covered Person's insurance (including an assignment on a form furnished by us or by the Policyholder).

Incontestability

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the terms of the Policy, all statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his applicable representative shall be given a copy.

After two years from a Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Certificate are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

DESCRIPTION OF INDEMNITY MEDICAL BENEFITS

This Section describes the Medical Indemnity Benefits provided by this Certificate. Benefit amounts and any applicable benefit-specific maximums or limits are shown in the *Schedule of* Benefits. Please read these sections in order to understand all of the terms, conditions and limitations applicable to these benefits.

MEDICAL EXPENSE BENEFITS

We will pay the benefits amount shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for Treatment of an injury sustained in a Covered Accident or for Treatment of a Covered Sickness. All benefit amounts and any applicable maximums are shown in the *Schedule of Benefits*, and, unless otherwise specified, are payable on a per Covered Person basis. For other than Surgery, the amount we will pay is limited to the dollar amount shown in the Schedule of Benefits for the Covered Expense, The amount we will pay for any one Surgical Procedure is limited to the dollar amount shown in the *Schedule of Surgical Procedures*.

Covered Expenses:

In-Patient Hospital Services

If a Covered Person while insured is confined in a hospital as a result of a Covered Accident or a Covered Sickness, we will pay a benefit for each day of Confinement, up to the Maximum

Number of Days per Plan year, as shown in the *Schedule of Benefits*. No benefit will be paid for any day the Covered Person is not under the regular care and attendance of a Physician.

Benefits will be payable for a Covered Person while confined in an intensive care unit, coronary care unit, neonatal intensive care unit or pediatric intensive care unit up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits* for a Covered Accident or Covered Sickness. This benefit and the Daily In-Hospital Benefit together will be limited to the Maximum Number of Days as shown in the *Schedule of Benefits* for the Daily In-Hospital Benefit.

The Maximum Days shown in the *Schedule of Benefits* applies to the total of days of intensive, coronary, neonatal or pediatric intensive care and any other days of confinement per Plan year.

No benefit will be paid for any period the Covered Person is not confined to a Hospital as an inpatient during a Hospital Stay.

Outpatient Diagnostic Testing Services

We will pay a benefit for Outpatient Diagnostic Testing Services when laboratory tests or x-rays are performed for the purpose of diagnosis of a Covered Accident or Covered Sickness as indicated by symptoms that would suggest an Injury or Sickness has occurred, while the Covered Person is not confined in a Hospital. This benefit is limited to once per Testing Day, not to exceed the Maximum Number of Testing Days per Plan Year shown in the Schedule of Benefits.

Physician Services

Surgery – If a Covered Person undergoes a surgical procedure listed in the Schedule of Surgical Procedures as a result of a Covered Accident or Sickness, and surgery is performed in a Hospital while confined or on an outpatient basis, Ambulatory Surgical Center, or in the Physician's office, we will pay the benefit shown in the *Schedule of Surgical Procedures*.

A list of common procedures and the maximum amount for each is shown in the Schedule of Surgical Procedures.

If two or more procedures are performed through the same incision or operative site, the benefit paid will be for only the procedure that has the larger benefit. If more than one procedure is performed, but each through a separate incision or in a separate operative field, the amount payable will be the specified amount for the primary procedure plus 50% of the amount payable for all other surgical procedures performed.

With respect to a surgical procedure not listed in the *Schedule of Surgical Procedures*, we will pay an indemnity benefit amount consistent with similar procedures that are listed in the *Schedule of Surgical Procedures*.

Anesthesia – We will pay a percentage, as shown in the *Schedule of Benefits*, of the surgical benefit for anesthesia and its administration.

Office Visits – We will pay the Physician Office Visit Benefit, shown in the *Schedule of Benefits*, for a Physician office visit as a result of a Covered Sickness or Covered Accident, for services rendered in the Hospital Emergency Room for a Covered Sickness and a wellness / physical visit up to the Maximum Number of Office Visits per Plan Year shown in the *Schedule of Benefits*.

Wellness Service Benefit

We will pay Covered Expenses Incurred for Wellness Services rendered to a Covered Person, up to the maximum number of services shown in the *Schedule of Benefits*. Wellness services are limited to the following services: PAP Smear, PSA or immunization.

Limitation for Pre-Existing Conditions

We will not pay any benefits for treatment of a Covered Person's Pre-Existing Condition until he has been insured under this Policy for continuous period of 12 months.

Excluded Expenses

The following will not be Covered Expenses under this Indemnity Medical Benefit unless specifically provided elsewhere in this Certificate:

- 1. treatment that is solely for the purpose of rest care or custodial care and any associated transportation;
- 2. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complication thereof this exclusion does not apply to:
 - a. cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
 - b. reconstruction incidental to or following surgery resulting from a covered Accident or Sickness or from trauma, infection or other diseases of the involved part;
 - c. correction of a congenital defect or anomaly that results in a functional defect of a covered dependent child;
 - d. with respect to a mastectomy:
 - all stages of reconstruction of the breast on which the mastectomy has been performed:
 - ii. surgery and reconstruction of the other breast to produce a symmetrical appearance; and
 - iii. treatment of physical complications for all stages of the mastectomy, including lymphedema;
- 3. examinations needed for employment, obtaining insurance or travel;
- 4. voluntary abortion, unless:
 - a. the life of the mother would be endangered if the fetus were carried to term; or
 - b. medical complications have arisen from an abortion;
- 5. sex change procedures;
- 6. reversal of sterilizations;
- 7. diagnosis and treatment of infertility;
- 8. treatment of exogenous obesity, gastric bypass surgery or weight control unless Medically Necessary:
- 9. routine eye examinations or fitting of glasses or contact lenses;
- 10. hearing examinations or fitting of hearing aids;
- 11. dental examinations or dental care other than expenses resulting from a Covered Accident;
- 12. smoking cessation;

- 13. suicide or any attempt threat, while sane or insane, or any intentionally self-inflicted injury or Sickness, unless as a result of a medical condition or an act of domestic violence:
- participation in a riot, civil commotion, civil disobedience, insurrection or unlawful assembly, unless a loss that occurs while a Covered Person is acting in a lawful manner within the scope of authority;
- 15. committing, attempting to commit, or taking part in a felony or assault;
- 16. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, mountain climbing, spelunking or hang gliding;
- 17. air travel, except:
 - a. as a fare-paying passenger on a commercial airline on a regularly scheduled route
 - b. on a charter flight operated by a scheduled airline; or
 - c. as a passenger for transportation only and not as a pilot or crew member;
- 18. the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which a Covered Accident occurred;
- 19. any treatment for an accident or sickness resulting from the use of a controlled substance by a Covered Person that is not provided by or at the direction of a Physician;
- 20. an act of war, whether declared or undeclared, or while performing police duty as member of any military or naval organization. This exclusion includes a Covered Accident occurring or Sickness contracted while in the service of any military, naval or air force of any country engaged in war (the Company will refund the pro rata unearned premium for any such period the Covered Person is not covered);
- 21. an accident or sickness arising out of and in the course of any occupation for compensation, wage or profit or expenses which are payable under Workers' Compensation, Occupational Disease or similar law, whether or not application for such benefits has been made;
- 22. any treatment received or expenses incurred during a period of time that insurance for a Covered Person is not in force:
- 23. any treatment received or expenses incurred after this Policy has terminated;
- 24. any service, supply or treatment that is not provided by or at the direction of a Physician;
- 25. treatment of any accident or sickness outside the United States or Canada;
- 26. transportation except as provided for in Ambulance Services;
- 27. benefits for services or treatment rendered by any person who is:
 - a. employed or retained by the Policyholder;
 - b. living in the Covered Person's household;
 - c. a parent, sibling, spouse or child of a Covered Member or of his spouse; or
 - d. a Covered Person treating himself[; or]

[28. the treatment of:

- a. mental illness;
- b. functional or organic nervous disorder, regardless of cause;

- c. alcohol abuse;d. drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed].

SCHEDULE OF SURGICAL PROCEDURES

CPT-4 Codes	Description	Amount
10060	I&D of Abscess, Simple	\$7
10061	I&D of Abscess, Complex	\$16
19000	Puncture Aspiration of cyst of Breast	\$8
19120	Removal of Breast Lesion	\$46
19180	Mastectomy, Simple	\$77
19240	Removal of Breast	\$115
20550	Injection; Single Tendon Sheath or Ligament	\$6
20600	Drain/Inject Joint/Bursa	\$6
20605	Drain/Inject Joint/Bursa	\$6
22554	Neck Spine Fusion	\$250
23500	Closed tx, clavicle fracture	\$19
25560	Closted tx, radius fracture	\$36
27230	Closed tx, femur fracture.	\$55
27816	Closed tx, ankle fracture	\$39
28415	Closed tx, humerus fracture	\$122
29580	Application of Paste Boot	\$5
35301	Re-channeling of Artery	\$183
36415	Drawing blood	\$1
36489	Insertion of Catheter, Vein	\$16
36533	Insertion of Access Port	\$59
38562	Removal, Pelvic Lymph Nodes	\$122
38770	Remove Pelvis Lymph Nodes	\$148
38780	Remove Abdomen Lymph Nodes	\$244
44005	Freeing of Bowel Adhesion	\$99
44140	Partial Removal of Colon	\$142
44950	Appendectomy	\$122
44970	Laparoscopy surgical appendectomy	\$122
45378	Diagnostic Colonoscopy	\$42
45560	Repair of Rectocele	\$47
46255	Hemorrhoidectomy, internal and external	\$56
47600	Cholecystectomy	\$130
49000	Exploration of Abdomen	\$87

49320	Laparoscopy, diagnostic	\$62
49505	Repair Inguinal Hernia	\$71
49560	Repair Abdominal Hernia	\$86
50590	Lithotripsy, extracorporeal shock wave	\$166
51840	Bladder repair/vesical neck	\$120
52612	TURP	\$120
55810	Prostatectomy, perineal radical	\$206
57240	Repair Bladder & Vagina	\$68
57280	Suspension of Vagina	\$106
57282	Repair of Vaginal Prolapse	\$106
58150	Total Hysterectomy	\$125
58260	Vaginal Hysterectomy	\$121
58400	Suspension of Uterus	\$82
58600	Division of fallopian tube	\$58
58700	Removal of fallopian tube	\$126
58720	Removal of ovary/tube(s)	\$89
58740	Revise Fallopian Tube(s)	\$93
58750	Repair Oviduct	\$152
58770	Create New Tubal Opening	\$133
58925	Removal of ovarian cyst(s)	\$68
58940	Removal of ovary(s)	\$68
59121	Surgical Treatment of Ectopic pregnancy w/o salpingectomy	\$95
59150	Treat Ectopic Pregnancy	\$95
59400	Obstetrical Care Obstetrical Care; Vaginal Delivery Only – w/o Postpartum	\$124
59409	Care	\$65
59410	Obstetrical Care; Vaginal Delivery – with Postpartum Care	\$122
59510	Cesarean delivery	\$153
59851	Abortion	\$72
61154	Pierce Skull, Remove Clot	\$197
61312	Open Skull for Drainage	\$250
62284	Injection for Myelogram	\$32
63030	Low Back Disk Surgery	\$224
63035	Added Spinal Disk Surgery	\$73
63047	Removal of Spinal Lamina	\$250
63048	Removal of Spinal Lamina	\$88
63075	Neck Spine Disk Surgery	\$231
64721	Carpal Tunnel Surgery	\$72

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65855	Laser Surgery of Eye	\$69
66170	Glaucoma Surgery	\$93
66761	Revision of Iris	\$55
66984	Remove Cataract, Insert Lens	\$133
67210	Treatment of Retinal Lesion	\$71
67820	Revise Eyelashes	\$7
67840	Remove Eyelid Lesion	\$18
68761	Close Tear Duct Opening	\$11

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HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

HM Life Insurance Company, certifies that you will be insured under the Group Policy Number issued to the Policyholder shown below during the time, in the manner, and for the amounts provided in the Group Policy.

President

Mile Sullin

POLICYHOLDER: National Better Living Association

GROUP POLICY NUMBER: *

POLICY EFFECTIVE DATE: December 1, 2011

CERTIFICATE EFFECTIVE DATE: December 1, 2011

STATE OF ISSUE: Georgia

A Group Policy has been issued to the Policyholder. Your coverage under that Group Policy is shown in this Certificate. If your coverage is changed by an amendment to the Group Policy, We will provide the Policyholder with a revised Certificate or other notice to be given to you.

PLEASE READ THIS CERTIFICATE CAREFULLY

ANY CERTIFICATE ISSUED IN ARKANSAS WILL BE GOVERNED BY THE STATE OF ARKANSAS

This Certificate of Insurance has a Table of Contents to help you find specific provisions. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Certificate Effective Date shown above, at the Policyholder's address. The laws of the State of Issue shown above govern this Certificate.

"You" and "your" refer to the Covered Employee. The "Company", we", "us", and "our" refer to **HM Life Insurance Company**. Other defined terms are printed with an initial capital letter.

• GROUP INDEMNITY MEDICAL INSURANCE CERITFICATE • NON-PARTICIPATING

THIS CERTIFICATE DESCRIBES THE GROUP INDEMNITY MEDICAL INSURANCE PROVIDED UNDER THE GROUP POLICY. THE GROUP POLICY DOES NOT PROVIDE MAJOR MEDICAL OR COMPREHENSIVE MEDICAL INSURANCE.

NOTICE THE LAWS OF THE STATE OF GEORGIA PROHIBIT INSURERS FROM UNFAIRLY DISCRIMINATING AGAINST ANY PERSON BASED UPON HIS OR HER STATUS AS A VICTIM OF FAMILY VIOLENCE.

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SCHEDULE OF BENEFITS

This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to the benefits provided by the Policy under this Certificate please read all the provisions carefully.

Eligible Persons: An Eligible Person is an individual who is a member of the National Better Living Association.

Eligibility Waiting Period: None

MEDICAL INDEMNITY BENEFITS

This *Schedule of Benefits* provides a brief outline of the Medical Indemnity Benefits provided by the Policy under this Certificate. Please read the *Description of Benefits* section for full details.

Covered Expense

Benefit Amount

In-Patient Hospital Services

Maximum Daily In-Hospital Benefit	\$300
Maximum Days per [Plan] Year	30

Additional Daily Benefit for the first day of Hospital confinement (limited to 1

admissions per Plan Year) \$300

Daily ICU, CCU, NICU or PICU Benefit \$600 Maximum Days per Plan Year` 30 *

Out-Patient Diagnostic Testing Benefit

Daily Out-Patient Tests \$50

Maximum Days per Plan Year
(limited to one test per day) 1

Hospital Emergency Room Benefit

Benefit Amount per Visit \$100 Maximum Visits per Plan Year 2

Physician Services

Surgery Benefit See Schedule of Surgical Procedures]

Maximum Procedures per Plan Year *

* Exceptions apply – See Schedule of Excepted Procedures

Anesthesia Benefit 20% of the Surgery Benefit payable for the

procedure performed

Office Visits

Maximum Benefit per Visit \$80

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^{*} Each day of confinement in an ICU, CCU, NICU, or PICU reduces the available In-Hospital Benefits days by one.

Maximum Number of Visits

per Plan year 3

Ambulance Service

Benefit per Trip \$100

Maximum Number of Trips

per Plan year 3

Wellness Service Benefit

Benefit per Service \$50

Maximum Services per Plan Year

ContributionsThe entire cost of this insurance is paid by

Covered Persons.

GENERAL DEFINITIONS

Please note that certain words used in this Certificate have specific meanings. Other than references to he, him, his, you, your, yours, we, us or our the words defined below and capitalized within the text of this Certificate have the meanings set forth below.

Ambulance Service means an entity which is licensed by the state, where required, which provides local air or land transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured. A Trip means transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured, for example:

- 1. from a Covered Person's home, the scene of an accident or medical emergency to a Hospital or skilled nursing facility; or
- 2. between Hospitals; or
- 3. between a Hospital and skilled nursing facility

Company or we, us or our means HM Life Insurance Company, domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

- 1. occurs while the Covered Employee is covered under this Certificate:
- 2. treatment must be rendered within 72 hours of such Covered Accident;
- 3. is not contributed to by disease, sickness, or mental or bodily infirmity; and
- 4. is not otherwise excluded under the terms of this Certificate.

Covered Member means an Eligible Person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by us and required premium has been paid when due and for whom coverage under this Certificate remains in force.

Covered Expenses means the benefits shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Medical Indemnity Benefits* section of this Certificate. Covered Expenses must be Incurred by a Covered Person for Treatment of a Covered Accident or a

Covered Sickness.

Covered Person means a Covered Member, an eligible spouse and eligible dependent children who are covered under this Certificate.

Covered Sickness means a bodily disorder, disease, physical or mental condition, functional nervous disorder, pregnancy, or complication of pregnancy that:

- 1. is first manifested while the Covered Person is covered under this Certificate or is not subject to the Pre-Existing Condition Limitation; and
- 2. is not otherwise excluded under the terms of this Certificate.

A Covered Sickness includes congenital defects and birth abnormalities of a newborn child.

Eligible Dependent means the Covered Member's:

- 1. lawful spouse, unless such spouse is eligible for medical coverage as a Covered Employee under this Policy; and
- 2. unmarried natural or step child, unless such child is eligible for medical coverage as a Covered Employee under this Policy and who:
 - a. is less than 26 years old; or
 - b. becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for dependent children. The Company must receive proof of incapacity within 31 days after coverage would otherwise terminate. This insurance will continue for as long as the Covered Employee's insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age 26;
 - c. is adopted by or placed for adoption with, or is party in a suit for adoption by, the Covered Employee; or
 - d. is required to be provided coverage by the Insured or his spouse under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609[a]).

Eligible Person means an individual as defined in the Schedule of Benefits

He, him or his means an individual, male or female.

Hospital means an institution that meets all of the following:

- 1. it is licensed and accredited by the Joint Commission on Accreditation of Health Care Organizations as a Hospital pursuant to applicable law; it is primarily and continuously engaged in providing medical care and treatment to a sick and injured persons:
- 2. it is managed under the supervision of a staff of legally licensed physicians;
- 3. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 4. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;

5. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

- 1. rehabilitation, convalescent or custodial care;
- 2. the aged; or
- 3. Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person Incurs an expense.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident or a Covered Sickness. Separate Hospital Stays due to the same Covered Accident or Covered Sickness will be treated as one Hospital Stay unless (a) separated by at least 90 days or (b) a Covered Employee returns to Active Service for 30 or more days between Hospital Stays.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day or twenty-four (24) continuous hours in a Hospital and incurred room and board charges. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case The term "Inpatient" shall mean a Covered Person is required to be confined for a period of at least a full day or twenty-four (24) continuous hours as determined by the Hospital.

Member means a member of the National Better Living Association

Out-Patient means a Covered Person who receives covered treatment, services and supplies while not an Inpatient in a Hospital.

Physician means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

- 1. employed or retained by the Policyholder; or
- 2. living in the Covered Person's household; or
- 3. a parent, sibling, spouse or child of the Covered Person.

Pre-Existing Condition means any injury sustained in an accident that occurred, or a sickness that first manifested itself before the Covered Person's effective date of coverage under this Policy and for which the Covered Person has not received any diagnosis, medical advice, care or treatment within the 6-month period immediately preceding His effective date of coverage.

A pregnancy that existed on a Covered Person's effective date will not be considered as a Pre-Existing Condition.

Benefits for Pre-Existing Conditions may be limited. Please read the *Description of Medical Indemnity Benefits* section for any applicable limitations.]

Policyholder means the entity shown on the cover page of this policy.

Treatment means care, services or supplies, provided by or at the direction of a Physician for a Covered Expense.

You or your mean the Covered Member.

ELIGIBILITY, EFFECTIVE DATE, TERMINATION AND CONTINUATION PROVISIONS

Certificate Effective Date

We agree to provide Medical Indemnity Insurance Benefits described in this Certificate in consideration of your enrollment and payment of the contributions, if any, when due. Your coverage under this Certificate's begins on the date you are eligible.

Eligibility

A Member becomes eligible for insurance under the Policy on first of the month following the date he becomes Eligible Person. Dependents of an Eligible Person become eligible for any dependent insurance provided by this Certificate on the later of first of the month following the date the Member becomes eligible and first of the month following the date the spouse or dependent child meets the applicable definition shown in the *Definitions* section of this Policy.

No person may be eligible for insurance under the Policy as both a Member and a spouse or dependent child at the same time.

If both spouses are eligible as a Member, the dependent children may be covered under only one Member, but not both of them.

If both spouses meet the definition of an Eligible Person, as shown in the *Schedule of Benefits* and have:

- 1. No dependent children both may be insured as a Covered Member or one may elect to insure the other as an Eligible Dependent.
- 2. Dependent children, both may be insured as a Covered Member but only one may elect dependent coverage to insure dependent children.

A spouse that does not meet the definition of an Eligible Member or a dependent child may elect to be insured as an Eligible Dependent provided one spouse meets the definition of an Eligible Person as shown in the Schedule of Benefits.

You must enroll for your insurance and your Eligible Dependents insurance and agree to make any required contributions for that coverage when due. Your insurance and your Eligible Dependent's insurance will be effective on the first of the month following the date we receive a completed enrollment form and the required first contribution.

Insurance becomes effective for a newborn dependent child automatically from the moment of the child's live birth. Insurance for that dependent child will end automatically 31 days later unless the Member enrolls the child and pays the required initial premium with 31 days of the child's birth.

Effective Date of Changes

Any increase or decrease in the amount of insurance for a Covered Person resulting from a change in benefits provided by this Policy will take effect on first of the month following the date of such change. Increases will take effect subject to any Pre-Existing Condition limitation.

Termination of Insurance

Please read the *Continuation Provisions* section of this Certificate for information on continuation after eligibility for coverage would otherwise end.

The insurance on a Covered Person will end on the earliest date below:

- 1. first of the month following the date this Certificate or insurance for a Covered Class is terminated;
- 2. the next premium due date after first of the month following the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Certificate:
- 3. the last day of the last period for which contributions, if any, are paid;
- 4. the end of any period of continuation, as provided in the Continuation Provisions; and
- 5. with respect to an Eligible Dependent, first of the month following the date of the death of the Covered Employee or first of the month following the date of divorce from the Covered Employee[;]
- [6. the next premium due date after first of the month following the date the Covered Person attains age 70].

Termination will not affect a claim for Covered Expenses Incurred while coverage was in effect.

Continuation Provisions

Continuation may be available after the termination of this insurance. Please contact your employer for details.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to us within 31 days after a Covered Expense is Incurred or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to us at our Administrative Office. Notice should include the Policyholder's name and policy number and the Covered Person's name, address, and Policy Number.

Claim Forms

We will send claim forms for filing proof of loss when we receive notice of a claim. If such forms are not sent within 15 days after we receive notice, the proof requirements will be met by submitting, within the time fixed in this Certificate for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to us must be given to us at our Administrative Office within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then

proof of loss must be submitted within 90 days after the termination of each period for which we are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to lack of legal capacity.

Time of Payment of Claims

We will pay benefits due under this Certificate for any loss immediately upon receipt of due written or authorized electronic proof of such loss.

Payment of Claims

All benefits will be paid in United States currency. All benefits payable under this Certificate, unless otherwise stated, will be payable to the Covered Person or to his estate.

Claim Administration

For plans subject to the Employee Retirement Income Security Act (ERISA), The plan administrator of the employer's employee welfare benefit plan (the plan) has selected us as the plan fiduciary under federal law for the review of claims for benefits provided by this Certificate and for deciding appeals of denied claims. In this role we shall have the authority, in our discretion, to interpret the terms of plan documents, to decide questions of eligibility for coverage or benefits under the plan, and to make any related findings of fact. All decisions made by us in this capacity shall be final and binding on participants and beneficiaries of the plan to the full extent permitted by state and federal law.

We will have no fiduciary responsibility with respect to the administration of the plan except as described above. It is understood that our sole liability to the plan and to participants and beneficiaries under the plan shall be for the payment of benefits provided under this Certificate.

We may contract with another entity to perform this function on our behalf.

Physical Examination and Autopsy

We, at our own expense, have the right and opportunity to examine the Covered Person when and as often as we may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Certificate less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Certificate. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods.

- 1. A request for lump sum payment of the overpaid amount.
- 2. A reduction of any amounts payable under this Certificate.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment

from the Covered Person's estate.

GENERAL PROVISIONS

10 Day Right To Examine Certificate

If a Covered Person is not satisfied with the Certificate for any reason, it may be returned to Us within 10 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any Covered Person that wants to make an assignment of his insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Covered Person's insurance (including an assignment on a form furnished by us or by the Policyholder).

Incontestability

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the terms of the Policy, all statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his applicable representative shall be given a copy.

After two years from a Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Certificate are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

DESCRIPTION OF INDEMNITY MEDICAL BENEFITS

This Section describes the Medical Indemnity Benefits provided by this Certificate. Benefit amounts and any applicable benefit-specific maximums or limits are shown in the *Schedule of* Benefits. Please read these sections in order to understand all of the terms, conditions and limitations applicable to these benefits.

MEDICAL EXPENSE BENEFITS

We will pay the benefits amount shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for Treatment of an injury sustained in a Covered Accident or for Treatment of a Covered Sickness. All benefit amounts and any applicable maximums are shown in the *Schedule of Benefits*, and, unless otherwise specified, are payable on a per Covered Person basis. For other than Surgery, the amount we will pay is limited to the dollar amount shown in the Schedule of Benefits for the Covered Expense, The amount we will pay for any one Surgical Procedure is limited to the dollar amount shown in the *Schedule of Surgical Procedures*.

Covered Expenses:

In-Patient Hospital Services

If a Covered Person while insured is confined in a hospital as a result of a Covered Accident or a Covered Sickness, we will pay a benefit for each day of Confinement, up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits*. No benefit will be paid for any day the Covered Person is not under the regular care and attendance of a Physician.

Benefits will be payable for a Covered Person while confined in an intensive care unit, coronary care unit, neonatal intensive care unit or pediatric intensive care unit up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits* for a Covered Accident or Covered Sickness. This benefit and the Daily In-Hospital Benefit together will be limited to the Maximum Number of Days as shown in the *Schedule of Benefits* for the Daily In-Hospital Benefit.

The Maximum Days shown in the *Schedule of Benefits* applies to the total of days of intensive, coronary, neonatal or pediatric intensive care and any other days of confinement per Plan year.

No benefit will be paid for any period the Covered Person is not confined to a Hospital as an inpatient during a Hospital Stay.

Outpatient Diagnostic Testing Services

We will pay a benefit for Outpatient Diagnostic Testing Services when laboratory tests or x-rays are performed for the purpose of diagnosis of a Covered Accident or Covered Sickness as indicated by symptoms that would suggest an Injury or Sickness has occurred, while the Covered Person is not confined in a Hospital. This benefit is limited to once per Testing Day, not to exceed the Maximum Number of Testing Days per Plan Year shown in the Schedule of Benefits.

Emergency Room Treatment

We will pay a Hospital Emergency Room Benefit for Treatment provided in an outpatient emergency room of a Hospital or licensed facility, up to the maximum number of visits annually shown in the *Schedule of Benefits*.

Physician Services

Surgery – If a Covered Person undergoes a surgical procedure listed in the Schedule of Surgical Procedures as a result of a Covered Accident or Sickness, and surgery is performed in a Hospital while confined or on an outpatient basis, Ambulatory Surgical Center, or in the Physician's office, we will pay the benefit shown in the *Schedule of Surgical Procedures*.

A list of common procedures and the maximum amount for each is shown in the Schedule of Surgical Procedures.

If two or more procedures are performed through the same incision or operative site, the benefit paid will be for only the procedure that has the larger benefit. If more than one procedure is performed, but each through a separate incision or in a separate operative field, the amount payable will be the specified amount for the primary procedure plus 50% of the amount payable for all other surgical procedures performed.

With respect to a surgical procedure not listed in the *Schedule of Surgical Procedures*, we will pay an indemnity benefit amount consistent with similar procedures that are listed in the *Schedule of Surgical Procedures*.

Anesthesia – We will pay a percentage, as shown in the *Schedule of Benefits*, of the surgical benefit for anesthesia and its administration.

Office Visits – We will pay the Physician Office Visit Benefit, shown in the *Schedule of Benefits*, for a Physician office visit as a result of a Covered Sickness or Covered Accident, for services rendered in the Hospital Emergency Room for a Covered Sickness and a wellness / physical visit up to the Maximum Number of Office Visits per Plan Year shown in the *Schedule of Benefits*.

Ambulance Services

Benefits are payable for professional transportation furnished by a duly licensed ambulance service to the nearest facility equipped to treat a Person's Covered Accident or Sickness. This does not include transportation solely to the Covered Person's personal Physician, or to secure treatment from a Physician, or a facility of greater renown.

We will pay Covered Expenses Incurred for Ambulance Service up to the maximum number of trips shown in the *Schedule of Benefits*.

Wellness Service Benefit

We will pay Covered Expenses Incurred for Wellness Services rendered to a Covered Person, up to the maximum number of services shown in the *Schedule of Benefits*. Wellness services are limited to the following services: PAP Smear, PSA or immunization.

Limitation for Pre-Existing Conditions

We will not pay any benefits for treatment of a Covered Person's Pre-Existing Condition until he has been insured under this Policy for continuous period of 12 months.

Excluded Expenses

The following will not be Covered Expenses under this Indemnity Medical Benefit unless specifically provided elsewhere in this Certificate:

- 1. treatment that is solely for the purpose of rest care or custodial care and any associated transportation;
- 2. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complication thereof this exclusion does not apply to:
 - a. cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
 - b. reconstruction incidental to or following surgery resulting from a covered Accident or Sickness or from trauma, infection or other diseases of the involved part;
 - c. correction of a congenital defect or anomaly that results in a functional defect of a covered dependent child;

- d. with respect to a mastectomy:
 - all stages of reconstruction of the breast on which the mastectomy has been performed;
 - ii. surgery and reconstruction of the other breast to produce a symmetrical appearance; and
 - iii. treatment of physical complications for all stages of the mastectomy, including lymphedema;
- 3. examinations needed for employment, obtaining insurance or travel;
- 4. voluntary abortion, unless:
 - a. the life of the mother would be endangered if the fetus were carried to term; or
 - b. medical complications have arisen from an abortion;
- 5. sex change procedures;
- 6. reversal of sterilizations;
- 7. diagnosis and treatment of infertility;
- 8. treatment of exogenous obesity, gastric bypass surgery or weight control unless Medically Necessary;
- 9. routine eye examinations or fitting of glasses or contact lenses;
- 10. hearing examinations or fitting of hearing aids;
- 11. dental examinations or dental care other than expenses resulting from a Covered Accident;
- 12. smoking cessation;
- 13. suicide or any attempt threat, while sane or insane, or any intentionally self-inflicted injury or Sickness, unless as a result of a medical condition or an act of domestic violence;
- 14. participation in a riot, civil commotion, civil disobedience, insurrection or unlawful assembly, unless a loss that occurs while a Covered Person is acting in a lawful manner within the scope of authority;
- 15. committing, attempting to commit, or taking part in a felony or assault;
- 16. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, mountain climbing, spelunking or hang gliding;
- 17. air travel, except:
 - a. as a fare-paying passenger on a commercial airline on a regularly scheduled route
 - b. on a charter flight operated by a scheduled airline; or
 - c. as a passenger for transportation only and not as a pilot or crew member;
- 18. the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which a Covered Accident occurred;
- 19. any treatment for an accident or sickness resulting from the use of a controlled substance by a Covered Person that is not provided by or at the direction of a Physician;

- 20. an act of war, whether declared or undeclared, or while performing police duty as member of any military or naval organization. This exclusion includes a Covered Accident occurring or Sickness contracted while in the service of any military, naval or air force of any country engaged in war (the Company will refund the pro rata unearned premium for any such period the Covered Person is not covered);
- 21. an accident or sickness arising out of and in the course of any occupation for compensation, wage or profit or expenses which are payable under Workers' Compensation, Occupational Disease or similar law, whether or not application for such benefits has been made;
- 22. any treatment received or expenses incurred during a period of time that insurance for a Covered Person is not in force:
- 23. any treatment received or expenses incurred after this Policy has terminated;
- 24. any service, supply or treatment that is not provided by or at the direction of a Physician;
- 25. treatment of any accident or sickness outside the United States or Canada;
- 26. transportation except as provided for in Ambulance Services;
- 27. benefits for services or treatment rendered by any person who is:
 - a. employed or retained by the Policyholder;
 - b. living in the Covered Person's household;
 - c. a parent, sibling, spouse or child of a Covered Member or of his spouse; or
 - d. a Covered Person treating himself[; or]

[28. the treatment of:

- a. mental illness;
- b. functional or organic nervous disorder, regardless of cause;
- c. alcohol abuse;
- d. drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed].

SCHEDULE OF SURGICAL PROCEDURES

CPT-4		
Codes	Description	Amount
10060	I&D of Abscess, Simple	\$28
10061	I&D of Abscess, Complex	\$64
19000	Puncture Aspiration of cyst of Breast	\$32
19120	Removal of Breast Lesion	\$184
19180	Mastectomy, Simple	\$308
19240	Removal of Breast	\$460
20550	Injection; Single Tendon Sheath or Ligament	\$24
20600	Drain/Inject Joint/Bursa	\$24
20605	Drain/Inject Joint/Bursa	\$24

22554	Neck Spine Fusion	\$1,000
23500	Closed tx, clavicle fracture	\$76
25560	Closted tx, radius fracture	\$144
27230	Closed tx, femur fracture.	\$220
27816	Closed tx, ankle fracture	\$156
28415	Closed tx, humerus fracture	\$488
29580	Application of Paste Boot	\$20
35301	Re-channeling of Artery	\$732
36415	Drawing blood	\$4
36489	Insertion of Catheter, Vein	\$64
36533	Insertion of Access Port	\$236
38562	Removal, Pelvic Lymph Nodes	\$488
38770	Remove Pelvis Lymph Nodes	\$592
38780	Remove Abdomen Lymph Nodes	\$976
44005	Freeing of Bowel Adhesion	\$396
44140	Partial Removal of Colon	\$568
44950	Appendectomy	\$288
44970	Laparoscopy surgical appendectomy	\$288
45378	Diagnostic Colonoscopy	\$168
45560	Repair of Rectocele	\$188
46255	Hemorrhoidectomy, internal and external	\$224
47600	Cholecystectomy	\$520
49000	Exploration of Abdomen	\$348
49320	Laparoscopy, diagnostic	\$248
49505	Repair Inguinal Hernia	\$284
49560	Repair Abdominal Hernia	\$344
50590	Lithotripsy, extracorporeal shock wave	\$664
51840	Bladder repair/vesical neck	\$480
52612	TURP	\$440
55810	Prostatectomy, perineal radical	\$824
57240	Repair Bladder & Vagina	\$272
57280	Suspension of Vagina	\$424
57282	Repair of Vaginal Prolapse	\$424
58150	Total Hysterectomy	\$500
58260	Vaginal Hysterectomy	\$484
58400	Suspension of Uterus	\$328
58600	Division of fallopian tube	\$232

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58700	Removal of fallopian tube	\$304
58720	Removal of ovary/tube(s)	\$356
58740	Revise Fallopian Tube(s)	\$372
58750	Repair Oviduct	\$608
58770	Create New Tubal Opening	\$532
58925	Removal of ovarian cyst(s)	\$272
58940	Removal of ovary(s)	\$272
59121	Surgical Treatment of Ectopic pregnancy w/o salpingectomy	\$380
59150	Treat Ectopic Pregnancy	\$380
59400	Obstetrical Care Obstetrical Care; Vaginal Delivery Only – w/o Postpartum	\$496
59409	Care	\$260
59410	Obstetrical Care; Vaginal Delivery – with Postpartum Care	\$288
59510	Cesarean delivery	\$612
59851	Abortion	\$288
61154	Pierce Skull, Remove Clot	\$788
61312	Open Skull for Drainage	\$1,000
62284	Injection for Myelogram	\$128
63030	Low Back Disk Surgery	\$896
63035	Added Spinal Disk Surgery	\$292
63047	Removal of Spinal Lamina	\$1,000
63048	Removal of Spinal Lamina	\$352
63075	Neck Spine Disk Surgery	\$924
64721	Carpal Tunnel Surgery	\$288
65855	Laser Surgery of Eye	\$276
66170	Glaucoma Surgery	\$372
66761	Revision of Iris	\$220
66984	Remove Cataract, Insert Lens	\$532
67210	Treatment of Retinal Lesion	\$284
67820	Revise Eyelashes	\$28
67840	Remove Eyelid Lesion	\$72
68761	Close Tear Duct Opening	\$44

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HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

HM Life Insurance Company, certifies that you will be insured under the Group Policy Number issued to the Policyholder shown below during the time, in the manner, and for the amounts provided in the Group Policy.

President

Mile Sullin

POLICYHOLDER: National Better Living Association

GROUP POLICY NUMBER: *

POLICY EFFECTIVE DATE: December 1, 2011

CERTIFICATE EFFECTIVE DATE: December 1, 2011

STATE OF ISSUE: Georgia

A Group Policy has been issued to the Policyholder. Your coverage under that Group Policy is shown in this Certificate. If your coverage is changed by an amendment to the Group Policy, We will provide the Policyholder with a revised Certificate or other notice to be given to you.

PLEASE READ THIS CERTIFICATE CAREFULLY

ANY CERTIFICATE ISSUED IN ARKANSAS WILL BE GOVERNED BY THE STATE OF ARKANSAS

This Certificate of Insurance has a Table of Contents to help you find specific provisions. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Certificate Effective Date shown above, at the Policyholder's address. The laws of the State of Issue shown above govern this Certificate.

"You" and "your" refer to the Covered Employee. The "Company", we", "us", and "our" refer to **HM Life Insurance Company**. Other defined terms are printed with an initial capital letter.

• GROUP INDEMNITY MEDICAL INSURANCE CERITFICATE • NON-PARTICIPATING

THIS CERTIFICATE DESCRIBES THE GROUP INDEMNITY MEDICAL INSURANCE PROVIDED UNDER THE GROUP POLICY. THE GROUP POLICY DOES NOT PROVIDE MAJOR MEDICAL OR COMPREHENSIVE MEDICAL INSURANCE.

NOTICE THE LAWS OF THE STATE OF GEORGIA PROHIBIT INSURERS FROM UNFAIRLY DISCRIMINATING AGAINST ANY PERSON BASED UPON HIS OR HER STATUS AS A VICTIM OF FAMILY VIOLENCE.

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SCHEDULE OF BENEFITS

This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to the benefits provided by the Policy under this Certificate please read all the provisions carefully.

Eligible Persons: An Eligible Person is an individual who is a member of the National Better Living Association.

Eligibility Waiting Period: None

MEDICAL INDEMNITY BENEFITS

This Schedule of Benefits provides a brief outline of the Medical Indemnity Benefits provided by the Policy under this Certificate. Please read the Description of Benefits section for full details.

Covered Expense

Benefit Amount

In-Patient Hospital Services

Maximum Daily In-Hospital Benefit	\$500
Maximum Days per [Plan] Year	30

Additional Daily Benefit for the first day of Hospital confinement (limited to 1

admissions per Plan Year) \$500

Daily ICU, CCU, NICU or PICU Benefit \$1000 Maximum Days per Plan Year` 30 *

Out-Patient Diagnostic Testing Benefit

Daily Out-Patient Tests \$50

Maximum Days per Plan Year
(limited to one test per day) 1

Hospital Emergency Room Benefit

Benefit Amount per Visit \$100 Maximum Visits per Plan Year 3

Physician Services

Surgery Benefit See Schedule of Surgical Procedures

Maximum Procedures per Plan Year * 1

Anesthesia Benefit 20% of the Surgery Benefit payable for the

procedure performed

Office Visits

Maximum Benefit per Visit \$80

Maximum Number of Visits

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^{*} Each day of confinement in an ICU, CCU, NICU, or PICU reduces the available In-Hospital Benefits days by one.

^{*} Exceptions apply - See Schedule of Excepted Procedures

per Plan year 3

Ambulance Service

Benefit per Trip \$100

Maximum Number of Trips

per Plan year 3

Wellness Service Benefit

Benefit per Service \$50

Maximum Services
per Plan Year 1

Contributions The entire cost of this insurance is paid by

Covered Persons.

GENERAL DEFINITIONS

Please note that certain words used in this Certificate have specific meanings. Other than references to he, him, his, you, your, yours, we, us or our the words defined below and capitalized within the text of this Certificate have the meanings set forth below.

Ambulance Service means an entity which is licensed by the state, where required, which provides local air or land transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured. A Trip means transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured, for example:

- 1. from a Covered Person's home, the scene of an accident or medical emergency to a Hospital or skilled nursing facility; or
- 2. between Hospitals; or
- 3. between a Hospital and skilled nursing facility

Company or we, us or our means HM Life Insurance Company, domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

- 1. occurs while the Covered Employee is covered under this Certificate;
- 2. treatment must be rendered within 72 hours of such Covered Accident;
- 3. is not contributed to by disease, sickness, or mental or bodily infirmity; and
- 4. is not otherwise excluded under the terms of this Certificate.

Covered Member means an Eligible Person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by us and required premium has been paid when due and for whom coverage under this Certificate remains in force.

Covered Expenses means the benefits shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Medical Indemnity Benefits* section of this Certificate. Covered Expenses must be Incurred by a Covered Person for Treatment of a Covered Accident or a Covered Sickness.

Covered Person means a Covered Member, an eligible spouse and eligible dependent children

who are covered under this Certificate.

Covered Sickness means a bodily disorder, disease, physical or mental condition, functional nervous disorder, pregnancy, or complication of pregnancy that:

- 1. is first manifested while the Covered Person is covered under this Certificate or is not subject to the Pre-Existing Condition Limitation; and
- 2. is not otherwise excluded under the terms of this Certificate.

A Covered Sickness includes congenital defects and birth abnormalities of a newborn child.

Eligible Dependent means the Covered Member's:

- 1. lawful spouse, unless such spouse is eligible for medical coverage as a Covered Employee under this Policy; and
- 2. unmarried natural or step child, unless such child is eligible for medical coverage as a Covered Employee under this Policy and who:
 - a. is less than 26 years old; or
 - b. becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for dependent children. The Company must receive proof of incapacity within 31 days after coverage would otherwise terminate. This insurance will continue for as long as the Covered Employee's insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age 26;
 - c. is adopted by or placed for adoption with, or is party in a suit for adoption by, the Covered Employee; or
 - d. is required to be provided coverage by the Insured or his spouse under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609[a]).

Eligible Person means an individual as defined in the Schedule of Benefits

He, him or his means an individual, male or female.

Hospital means an institution that meets all of the following:

- 1. it is licensed and accredited by the Joint Commission on Accreditation of Health Care Organizations as a Hospital pursuant to applicable law; it is primarily and continuously engaged in providing medical care and treatment to a sick and injured persons;
- 2. it is managed under the supervision of a staff of legally licensed physicians;
- 3. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 4. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
- 5. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

- 1. rehabilitation, convalescent or custodial care;
- 2. the aged; or
- 3. Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person Incurs an expense.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident or a Covered Sickness. Separate Hospital Stays due to the same Covered Accident or Covered Sickness will be treated as one Hospital Stay unless (a) separated by at least 90 days or (b) a Covered Employee returns to Active Service for 30 or more days between Hospital Stays.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day or twenty-four (24) continuous hours in a Hospital and incurred room and board charges. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case The term "Inpatient" shall mean a Covered Person is required to be confined for a period of at least a full day or twenty-four (24) continuous hours as determined by the Hospital.

Member means a member of the National Better Living Association

Out-Patient means a Covered Person who receives covered treatment, services and supplies while not an Inpatient in a Hospital.

Physician means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

- 1. employed or retained by the Policyholder; or
- 2. living in the Covered Person's household; or
- 3. a parent, sibling, spouse or child of the Covered Person.

Pre-Existing Condition means any injury sustained in an accident that occurred, or a sickness that first manifested itself before the Covered Person's effective date of coverage under this Policy and for which the Covered Person has not received any diagnosis, medical advice, care or treatment within the 6-month period immediately preceding His effective date of coverage.

A pregnancy that existed on a Covered Person's effective date will not be considered as a Pre-Existing Condition.

Benefits for Pre-Existing Conditions may be limited. Please read the *Description of Medical Indemnity Benefits* section for any applicable limitations.]

Policyholder means the entity shown on the cover page of this policy.

Treatment means care, services or supplies, provided by or at the direction of a Physician for a Covered Expense.

You or your mean the Covered Member.

ELIGIBILITY, EFFECTIVE DATE, TERMINATION AND CONTINUATION PROVISIONS

Certificate Effective Date

We agree to provide Medical Indemnity Insurance Benefits described in this Certificate in consideration of your enrollment and payment of the contributions, if any, when due. Your coverage under this Certificate's begins on the date you are eligible.

Eligibility

A Member becomes eligible for insurance under the Policy on first of the month following the date he becomes Eligible Person. Dependents of an Eligible Person become eligible for any dependent insurance provided by this Certificate on the later of first of the month following the date the Member becomes eligible and first of the month following the date the spouse or dependent child meets the applicable definition shown in the *Definitions* section of this Policy.

No person may be eligible for insurance under the Policy as both a Member and a spouse or dependent child at the same time.

If both spouses are eligible as a Member, the dependent children may be covered under only one Member, but not both of them.

If both spouses meet the definition of an Eligible Person, as shown in the *Schedule of Benefits* and have:

- 1. No dependent children both may be insured as a Covered Member or one may elect to insure the other as an Eligible Dependent.
- 2. Dependent children, both may be insured as a Covered Member but only one may elect dependent coverage to insure dependent children.

A spouse that does not meet the definition of an Eligible Member or a dependent child may elect to be insured as an Eligible Dependent provided one spouse meets the definition of an Eligible Person as shown in the *Schedule of Benefits*.

You must enroll for your insurance and your Eligible Dependents insurance and agree to make any required contributions for that coverage when due. Your insurance and your Eligible Dependent's insurance will be effective on the first of the month following the date we receive a completed enrollment form and the required first contribution.

Insurance becomes effective for a newborn dependent child automatically from the moment of the child's live birth. Insurance for that dependent child will end automatically 31 days later unless the Member enrolls the child and pays the required initial premium with 31 days of the child's birth.

Effective Date of Changes

Any increase or decrease in the amount of insurance for a Covered Person resulting from a change in benefits provided by this Policy will take effect on first of the month following the date of such change. Increases will take effect subject to any Pre-Existing Condition limitation.

Termination of Insurance

Please read the *Continuation Provisions* section of this Certificate for information on continuation after eligibility for coverage would otherwise end.

The insurance on a Covered Person will end on the earliest date below:

- 1. first of the month following the date this Certificate or insurance for a Covered Class is terminated;
- 2. the next premium due date after first of the month following the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Certificate;
- 3. the last day of the last period for which contributions, if any, are paid;
- 4. the end of any period of continuation, as provided in the Continuation Provisions; and
- 5. with respect to an Eligible Dependent, first of the month following the date of the death of the Covered Employee or first of the month following the date of divorce from the Covered Employee[;]
- [6. the next premium due date after first of the month following the date the Covered Person attains age 70].

Termination will not affect a claim for Covered Expenses Incurred while coverage was in effect.

Continuation Provisions

Continuation may be available after the termination of this insurance. Please contact your employer for details.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to us within 31 days after a Covered Expense is Incurred or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to us at our Administrative Office. Notice should include the Policyholder's name and policy number and the Covered Person's name, address, and Policy Number.

Claim Forms

We will send claim forms for filing proof of loss when we receive notice of a claim. If such forms are not sent within 15 days after we receive notice, the proof requirements will be met by submitting, within the time fixed in this Certificate for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to us must be given to us at our Administrative Office within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which we

are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to lack of legal capacity.

Time of Payment of Claims

We will pay benefits due under this Certificate for any loss immediately upon receipt of due written or authorized electronic proof of such loss.

Payment of Claims

All benefits will be paid in United States currency. All benefits payable under this Certificate, unless otherwise stated, will be payable to the Covered Person or to his estate.

Claim Administration

For plans subject to the Employee Retirement Income Security Act (ERISA), The plan administrator of the employer's employee welfare benefit plan (the plan) has selected us as the plan fiduciary under federal law for the review of claims for benefits provided by this Certificate and for deciding appeals of denied claims. In this role we shall have the authority, in our discretion, to interpret the terms of plan documents, to decide questions of eligibility for coverage or benefits under the plan, and to make any related findings of fact. All decisions made by us in this capacity shall be final and binding on participants and beneficiaries of the plan to the full extent permitted by state and federal law.

We will have no fiduciary responsibility with respect to the administration of the plan except as described above. It is understood that our sole liability to the plan and to participants and beneficiaries under the plan shall be for the payment of benefits provided under this Certificate.

We may contract with another entity to perform this function on our behalf.

Physical Examination and Autopsy

We, at our own expense, have the right and opportunity to examine the Covered Person when and as often as we may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Certificate less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Certificate. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods.

- 1. A request for lump sum payment of the overpaid amount.
- 2. A reduction of any amounts payable under this Certificate.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

GENERAL PROVISIONS

10 Day Right To Examine Certificate

If a Covered Person is not satisfied with the Certificate for any reason, it may be returned to Us within 10 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any Covered Person that wants to make an assignment of his insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Covered Person's insurance (including an assignment on a form furnished by us or by the Policyholder).

Incontestability

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the terms of the Policy, all statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his applicable representative shall be given a copy.

After two years from a Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Certificate are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

DESCRIPTION OF INDEMNITY MEDICAL BENEFITS

This Section describes the Medical Indemnity Benefits provided by this Certificate. Benefit amounts and any applicable benefit-specific maximums or limits are shown in the *Schedule of* Benefits. Please read these sections in order to understand all of the terms, conditions and limitations applicable to these benefits.

MEDICAL EXPENSE BENEFITS

We will pay the benefits amount shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for Treatment of an injury sustained in a Covered Accident or for Treatment of a Covered Sickness. All benefit amounts and any applicable maximums are shown in the *Schedule of Benefits*, and, unless otherwise specified, are payable on a per Covered Person basis. For other than Surgery, the amount we will pay is limited to the dollar amount shown in the Schedule of Benefits for the

Covered Expense, The amount we will pay for any one Surgical Procedure is limited to the dollar amount shown in the *Schedule of Surgical Procedures*.

Covered Expenses:

In-Patient Hospital Services

If a Covered Person while insured is confined in a hospital as a result of a Covered Accident or a Covered Sickness, we will pay a benefit for each day of Confinement, up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits*. No benefit will be paid for any day the Covered Person is not under the regular care and attendance of a Physician.

Benefits will be payable for a Covered Person while confined in an intensive care unit, coronary care unit, neonatal intensive care unit or pediatric intensive care unit up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits* for a Covered Accident or Covered Sickness. This benefit and the Daily In-Hospital Benefit together will be limited to the Maximum Number of Days as shown in the *Schedule of Benefits* for the Daily In-Hospital Benefit.

The Maximum Days shown in the *Schedule of Benefits* applies to the total of days of intensive, coronary, neonatal or pediatric intensive care and any other days of confinement per Plan year.

No benefit will be paid for any period the Covered Person is not confined to a Hospital as an inpatient during a Hospital Stay.

Outpatient Diagnostic Testing Services

We will pay a benefit for Outpatient Diagnostic Testing Services when laboratory tests or x-rays are performed for the purpose of diagnosis of a Covered Accident or Covered Sickness as indicated by symptoms that would suggest an Injury or Sickness has occurred, while the Covered Person is not confined in a Hospital. This benefit is limited to once per Testing Day, not to exceed the Maximum Number of Testing Days per Plan Year shown in the Schedule of Benefits.

Emergency Room Treatment

We will pay a Hospital Emergency Room Benefit for Treatment provided in an outpatient emergency room of a Hospital or licensed facility, up to the maximum number of visits annually shown in the *Schedule of Benefits*.

Physician Services

Surgery – If a Covered Person undergoes a surgical procedure listed in the Schedule of Surgical Procedures as a result of a Covered Accident or Sickness, and surgery is performed in a Hospital while confined or on an outpatient basis, Ambulatory Surgical Center, or in the Physician's office, we will pay the benefit shown in the *Schedule of Surgical Procedures*.

A list of common procedures and the maximum amount for each is shown in the Schedule of Surgical Procedures.

If two or more procedures are performed through the same incision or operative site, the benefit paid will be for only the procedure that has the larger benefit. If more than one procedure is performed, but each through a separate incision or in a separate operative field, the amount payable will be the specified amount for the primary procedure plus 50% of the amount payable for all other surgical procedures performed.

With respect to a surgical procedure not listed in the Schedule of Surgical Procedures, we will pay an indemnity benefit amount consistent with similar procedures that are listed in the

Schedule of Surgical Procedures.

Anesthesia – We will pay a percentage, as shown in the *Schedule of Benefits*, of the surgical benefit for anesthesia and its administration.

Office Visits – We will pay the Physician Office Visit Benefit, shown in the *Schedule of Benefits*, for a Physician office visit as a result of a Covered Sickness or Covered Accident, for services rendered in the Hospital Emergency Room for a Covered Sickness and a wellness / physical visit up to the Maximum Number of Office Visits per Plan Year shown in the *Schedule of Benefits*.

Ambulance Services

Benefits are payable for professional transportation furnished by a duly licensed ambulance service to the nearest facility equipped to treat a Person's Covered Accident or Sickness. This does not include transportation solely to the Covered Person's personal Physician, or to secure treatment from a Physician, or a facility of greater renown.

We will pay Covered Expenses Incurred for Ambulance Service up to the maximum number of trips shown in the *Schedule of Benefits*.

Wellness Service Benefit

We will pay Covered Expenses Incurred for Wellness Services rendered to a Covered Person, up to the maximum number of services shown in the *Schedule of Benefits*. Wellness services are limited to the following services: PAP Smear, PSA or immunization.

Limitation for Pre-Existing Conditions

We will not pay any benefits for treatment of a Covered Person's Pre-Existing Condition until he has been insured under this Policy for continuous period of 12 months.

Excluded Expenses

The following will not be Covered Expenses under this Indemnity Medical Benefit unless specifically provided elsewhere in this Certificate:

- 1. treatment that is solely for the purpose of rest care or custodial care and any associated transportation;
- 2. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complication thereof this exclusion does not apply to:
 - a. cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
 - b. reconstruction incidental to or following surgery resulting from a covered Accident or Sickness or from trauma, infection or other diseases of the involved part;
 - c. correction of a congenital defect or anomaly that results in a functional defect of a covered dependent child;
 - d. with respect to a mastectomy:
 - i. all stages of reconstruction of the breast on which the mastectomy has been performed;
 - ii. surgery and reconstruction of the other breast to produce a symmetrical appearance; and
 - iii. treatment of physical complications for all stages of the mastectomy, including lymphedema;

- 3. examinations needed for employment, obtaining insurance or travel;
- 4. voluntary abortion, unless:
 - a. the life of the mother would be endangered if the fetus were carried to term; or
 - b. medical complications have arisen from an abortion;
- 5. sex change procedures;
- 6. reversal of sterilizations:
- 7. diagnosis and treatment of infertility;
- 8. treatment of exogenous obesity, gastric bypass surgery or weight control unless Medically Necessary;
- 9. routine eye examinations or fitting of glasses or contact lenses;
- 10. hearing examinations or fitting of hearing aids;
- 11. dental examinations or dental care other than expenses resulting from a Covered Accident;
- 12. smoking cessation;
- 13. suicide or any attempt threat, while sane or insane, or any intentionally self-inflicted injury or Sickness, unless as a result of a medical condition or an act of domestic violence;
- 14. participation in a riot, civil commotion, civil disobedience, insurrection or unlawful assembly, unless a loss that occurs while a Covered Person is acting in a lawful manner within the scope of authority;
- 15. committing, attempting to commit, or taking part in a felony or assault;
- 16. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, mountain climbing, spelunking or hang gliding;
- 17. air travel, except:
 - a. as a fare-paying passenger on a commercial airline on a regularly scheduled route
 - b. on a charter flight operated by a scheduled airline; or
 - c. as a passenger for transportation only and not as a pilot or crew member;
- 18. the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which a Covered Accident occurred;
- 19. any treatment for an accident or sickness resulting from the use of a controlled substance by a Covered Person that is not provided by or at the direction of a Physician;
- 20. an act of war, whether declared or undeclared, or while performing police duty as member of any military or naval organization. This exclusion includes a Covered Accident occurring or Sickness contracted while in the service of any military, naval or air force of any country engaged in war (the Company will refund the pro rata unearned premium for any such period the Covered Person is not covered);
- 21. an accident or sickness arising out of and in the course of any occupation for compensation,

- wage or profit or expenses which are payable under Workers' Compensation, Occupational Disease or similar law, whether or not application for such benefits has been made;
- 22. any treatment received or expenses incurred during a period of time that insurance for a Covered Person is not in force;
- 23. any treatment received or expenses incurred after this Policy has terminated;
- 24. any service, supply or treatment that is not provided by or at the direction of a Physician;
- 25. treatment of any accident or sickness outside the United States or Canada;
- 26. transportation except as provided for in Ambulance Services;
- 27. benefits for services or treatment rendered by any person who is:
 - a. employed or retained by the Policyholder;
 - b. living in the Covered Person's household;
 - c. a parent, sibling, spouse or child of a Covered Member or of his spouse; or
 - d. a Covered Person treating himself[; or]

[28. the treatment of:

CDT 4

- a. mental illness;
- b. functional or organic nervous disorder, regardless of cause;
- c. alcohol abuse;
- d. drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed].

SCHEDULE OF SURGICAL PROCEDURES

CPT-4		
Codes	Description	Amount
10060	I&D of Abscess, Simple	\$56
10061	I&D of Abscess, Complex	\$128
19000	Puncture Aspiration of cyst of Breast	\$64
19120	Removal of Breast Lesion	\$368
19180	Mastectomy, Simple	\$616
19240	Removal of Breast	\$920
20550	Injection; Single Tendon Sheath or Ligament	\$48
20600	Drain/Inject Joint/Bursa	\$48
20605	Drain/Inject Joint/Bursa	\$48
22554	Neck Spine Fusion	\$2,000
23500	Closed tx, clavicle fracture	\$152
25560	Closted tx, radius fracture	\$288
27230	Closed tx, femur fracture.	\$440
27816	Closed tx, ankle fracture	\$312
28415	Closed tx, humerus fracture	\$976

29580	Application of Paste Boot	\$40
35301	Re-channeling of Artery	\$1,464
36415	Drawing blood	\$8
36489	Insertion of Catheter, Vein	\$128
36533	Insertion of Access Port	\$472
38562	Removal, Pelvic Lymph Nodes	\$976
38770	Remove Pelvis Lymph Nodes	\$1,184
38780	Remove Abdomen Lymph Nodes	\$1,952
44005	Freeing of Bowel Adhesion	\$792
44140	Partial Removal of Colon	\$1,136
44950	Appendectomy	\$576
44970	Laparoscopy surgical appendectomy	\$576
45378	Diagnostic Colonoscopy	\$336
45560	Repair of Rectocele	\$376
46255	Hemorrhoidectomy, internal and external	\$448
47600	Cholecystectomy	\$1,040
49000	Exploration of Abdomen	\$696
49320	Laparoscopy, diagnostic	\$496
49505	Repair Inguinal Hernia	\$568
49560	Repair Abdominal Hernia	\$688
50590	Lithotripsy, extracorporeal shock wave	\$1,328
51840	Bladder repair/vesical neck	\$960
52612	TURP	\$880
55810	Prostatectomy, perineal radical	\$1,648
57240	Repair Bladder & Vagina	\$544
57280	Suspension of Vagina	\$848
57282	Repair of Vaginal Prolapse	\$848
58150	Total Hysterectomy	\$1,000
58260	Vaginal Hysterectomy	\$968
58400	Suspension of Uterus	\$656
58600	Division of fallopian tube	\$464
58700	Removal of fallopian tube	\$608
58720	Removal of ovary/tube(s)	\$712
58740	Revise Fallopian Tube(s)	\$744
58750	Repair Oviduct	\$1,216
58770	Create New Tubal Opening	\$1,064
58925	Removal of ovarian cyst(s)	\$544

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58940	Removal of ovary(s)	\$544
59121	Surgical Treatment of Ectopic pregnancy w/o salpingectomy	\$760
59150	Treat Ectopic Pregnancy	\$760
59400	Obstetrical Care	\$992
59409	Obstetrical Care; Vaginal Delivery Only – w/o Postpartum Care	\$520
59410	Obstetrical Care; Vaginal Delivery – with Postpartum Care	\$576
59510	Cesarean delivery	\$1,224
59851	Abortion	\$576
61154	Pierce Skull, Remove Clot	\$1,576
61312	Open Skull for Drainage	\$2,000
62284	Injection for Myelogram	\$256
63030	Low Back Disk Surgery	\$1,792
63035	Added Spinal Disk Surgery	\$584
63047	Removal of Spinal Lamina	\$2,000
63048	Removal of Spinal Lamina	\$704
63075	Neck Spine Disk Surgery	\$1,848
64721	Carpal Tunnel Surgery	\$576
65855	Laser Surgery of Eye	\$552
66170	Glaucoma Surgery	\$744
66761	Revision of Iris	\$440
66984	Remove Cataract, Insert Lens	\$1,064
67210	Treatment of Retinal Lesion	\$568
67820	Revise Eyelashes	\$56
67840	Remove Eyelid Lesion	\$144
68761	Close Tear Duct Opening	\$88

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HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

HM Life Insurance Company, certifies that you will be insured under the Group Policy Number issued to the Policyholder shown below during the time, in the manner, and for the amounts provided in the Group Policy.

President

Mike Sullin

POLICYHOLDER: National Better Living Association

GROUP POLICY NUMBER: *

POLICY EFFECTIVE DATE: December 1, 2011

CERTIFICATE EFFECTIVE DATE: December 1, 2011

STATE OF ISSUE: Georgia

A Group Policy has been issued to the Policyholder. Your coverage under that Group Policy is shown in this Certificate. If your coverage is changed by an amendment to the Group Policy, We will provide the Policyholder with a revised Certificate or other notice to be given to you.

PLEASE READ THIS CERTIFICATE CAREFULLY

ANY CERTIFICATE ISSUED IN ARKANSAS WILL BE GOVERNED BY THE STATE OF ARKANSAS

This Certificate of Insurance has a Table of Contents to help you find specific provisions. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Certificate Effective Date shown above, at the Policyholder's address. The laws of the State of Issue shown above govern this Certificate.

"You" and "your" refer to the Covered Employee. The "Company", we", "us", and "our" refer to **HM Life Insurance Company**. Other defined terms are printed with an initial capital letter.

• GROUP INDEMNITY MEDICAL INSURANCE CERITFICATE • NON-PARTICIPATING

THIS CERTIFICATE DESCRIBES THE GROUP INDEMNITY MEDICAL INSURANCE PROVIDED UNDER THE GROUP POLICY. THE GROUP POLICY DOES NOT PROVIDE MAJOR MEDICAL OR COMPREHENSIVE MEDICAL INSURANCE.

NOTICE THE LAWS OF THE STATE OF GEORGIA PROHIBIT INSURERS FROM UNFAIRLY DISCRIMINATING AGAINST ANY PERSON BASED UPON HIS OR HER STATUS AS A VICTIM OF FAMILY VIOLENCE.

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SCHEDULE OF BENEFITS

This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to the benefits provided by the Policy under this Certificate please read all the provisions carefully.

Eligible Persons: An Eligible Person is an individual who is a member of the National Better Living Association.

Eligibility Waiting Period: None

MEDICAL INDEMNITY BENEFITS

This Schedule of Benefits provides a brief outline of the Medical Indemnity Benefits provided by the Policy under this Certificate. Please read the Description of Benefits section for full details.

Covered Expense

Benefit Amount

In-Patient Hospital Services

Maximum Daily In-Hospital Benefit	\$1000
Maximum Days per [Plan] Year	30

Additional Daily Benefit for the first day of Hospital confinement (limited to 1

admissions per Plan Year) \$1000

Daily ICU, CCU, NICU or PICU Benefit \$2000 Maximum Days per Plan Year` 30 *

Out-Patient Diagnostic Testing Benefit

Daily Out-Patient Tests \$50

Maximum Days per Plan Year
(limited to one test per day) 1

Hospital Emergency Room Benefit

Benefit Amount per Visit \$100 Maximum Visits per Plan Year 3

Physician Services

Surgery Benefit See Schedule of Surgical Procedures

Maximum Procedures per Plan Year * 1

Anesthesia Benefit 20% of the Surgery Benefit payable for the

procedure performed

Office Visits

Maximum Benefit per Visit \$80

Maximum Number of Visits

^{*} Each day of confinement in an ICU, CCU, NICU, or PICU reduces the available In-Hospital Benefits days by one.

^{*} Exceptions apply – See Schedule of Excepted Procedures

per Plan year 3

Ambulance Service

Benefit per Trip \$100

Maximum Number of Trips

per Plan year 3

Wellness Service Benefit

Benefit per Service \$50

Maximum Services
per Plan Year

Contributions The entire cost of this insurance is paid by

Covered Persons.

GENERAL DEFINITIONS

Please note that certain words used in this Certificate have specific meanings. Other than references to he, him, his, you, your, yours, we, us or our the words defined below and capitalized within the text of this Certificate have the meanings set forth below.

Ambulance Service means an entity which is licensed by the state, where required, which provides local air or land transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured. A Trip means transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured, for example:

- 1. from a Covered Person's home, the scene of an accident or medical emergency to a Hospital or skilled nursing facility; or
- 2. between Hospitals; or
- 3. between a Hospital and skilled nursing facility

Company or we, us or our means HM Life Insurance Company, domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

- 1. occurs while the Covered Employee is covered under this Certificate;
- 2. treatment must be rendered within 72 hours of such Covered Accident:
- 3. is not contributed to by disease, sickness, or mental or bodily infirmity; and
- 4. is not otherwise excluded under the terms of this Certificate.

Covered Member means an Eligible Person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by us and required premium has been paid when due and for whom coverage under this Certificate remains in force.

Covered Expenses means the benefits shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Medical Indemnity Benefits* section of this Certificate. Covered Expenses must be Incurred by a Covered Person for Treatment of a Covered Accident or a Covered Sickness.

Covered Person means a Covered Member, an eligible spouse and eligible dependent children who are covered under this Certificate.

Covered Sickness means a bodily disorder, disease, physical or mental condition, functional nervous disorder, pregnancy, or complication of pregnancy that:

- 1. is first manifested while the Covered Person is covered under this Certificate or is not subject to the Pre-Existing Condition Limitation; and
- 2. is not otherwise excluded under the terms of this Certificate.

A Covered Sickness includes congenital defects and birth abnormalities of a newborn child.

Eligible Dependent means the Covered Member's:

- 1. lawful spouse, unless such spouse is eligible for medical coverage as a Covered Employee under this Policy; and
- 2. unmarried natural or step child, unless such child is eligible for medical coverage as a Covered Employee under this Policy and who:
 - a. is less than 26 years old; or
 - b. becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for dependent children. The Company must receive proof of incapacity within 31 days after coverage would otherwise terminate. This insurance will continue for as long as the Covered Employee's insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age 26:
 - c. is adopted by or placed for adoption with, or is party in a suit for adoption by, the Covered Employee; or
 - d. is required to be provided coverage by the Insured or his spouse under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609[a]).

Eligible Person means an individual as defined in the Schedule of Benefits

He, him or his means an individual, male or female.

Hospital means an institution that meets all of the following:

- 1. it is licensed and accredited by the Joint Commission on Accreditation of Health Care Organizations as a Hospital pursuant to applicable law; it is primarily and continuously engaged in providing medical care and treatment to a sick and injured persons;
- 2. it is managed under the supervision of a staff of legally licensed physicians;
- 3. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 4. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
- 5. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

- 1. rehabilitation, convalescent or custodial care;
- 2. the aged; or
- 3. Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person Incurs an expense.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident or a Covered Sickness. Separate Hospital Stays due to the same Covered Accident or Covered Sickness will be treated as one Hospital Stay unless (a) separated by at least 90 days or (b) a Covered Employee returns to Active Service for 30 or more days between Hospital Stays.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day or twenty-four (24) continuous hours in a Hospital and incurred room and board charges. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case The term "Inpatient" shall mean a Covered Person is required to be confined for a period of at least a full day or twenty-four (24) continuous hours as determined by the Hospital.

Member means a member of the National Better Living Association

Out-Patient means a Covered Person who receives covered treatment, services and supplies while not an Inpatient in a Hospital.

Physician means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

- 1. employed or retained by the Policyholder; or
- 2. living in the Covered Person's household; or
- 3. a parent, sibling, spouse or child of the Covered Person.

Pre-Existing Condition means any injury sustained in an accident that occurred, or a sickness that first manifested itself before the Covered Person's effective date of coverage under this Policy and for which the Covered Person has not received any diagnosis, medical advice, care or treatment within the 6-month period immediately preceding His effective date of coverage.

A pregnancy that existed on a Covered Person's effective date will not be considered as a Pre-Existing Condition.

Benefits for Pre-Existing Conditions may be limited. Please read the *Description of Medical Indemnity Benefits* section for any applicable limitations.]

Policyholder means the entity shown on the cover page of this policy.

Treatment means care, services or supplies, provided by or at the direction of a Physician for a Covered Expense.

You or your mean the Covered Member.

ELIGIBILITY, EFFECTIVE DATE, TERMINATION AND CONTINUATION PROVISIONS

Certificate Effective Date

We agree to provide Medical Indemnity Insurance Benefits described in this Certificate in consideration of your enrollment and payment of the contributions, if any, when due. Your coverage under this Certificate's begins on the date you are eligible.

Eligibility

A Member becomes eligible for insurance under the Policy on first of the month following the date he becomes Eligible Person. Dependents of an Eligible Person become eligible for any dependent insurance provided by this Certificate on the later of first of the month following the date the Member becomes eligible and first of the month following the date the spouse or dependent child meets the applicable definition shown in the *Definitions* section of this Policy.

No person may be eligible for insurance under the Policy as both a Member and a spouse or dependent child at the same time.

If both spouses are eligible as a Member, the dependent children may be covered under only one Member, but not both of them.

If both spouses meet the definition of an Eligible Person, as shown in the *Schedule of Benefits* and have:

- 1. No dependent children both may be insured as a Covered Member or one may elect to insure the other as an Eligible Dependent.
- 2. Dependent children, both may be insured as a Covered Member but only one may elect dependent coverage to insure dependent children.

A spouse that does not meet the definition of an Eligible Member or a dependent child may elect to be insured as an Eligible Dependent provided one spouse meets the definition of an Eligible Person as shown in the *Schedule of Benefits*.

You must enroll for your insurance and your Eligible Dependents insurance and agree to make any required contributions for that coverage when due. Your insurance and your Eligible Dependent's insurance will be effective on the first of the month following the date we receive a completed enrollment form and the required first contribution.

Insurance becomes effective for a newborn dependent child automatically from the moment of the child's live birth. Insurance for that dependent child will end automatically 31 days later unless the Member enrolls the child and pays the required initial premium with 31 days of the child's birth.

Effective Date of Changes

Any increase or decrease in the amount of insurance for a Covered Person resulting from a change in benefits provided by this Policy will take effect on first of the month following the date of such change. Increases will take effect subject to any Pre-Existing Condition limitation.

Termination of Insurance

Please read the *Continuation Provisions* section of this Certificate for information on continuation after eligibility for coverage would otherwise end.

The insurance on a Covered Person will end on the earliest date below:

- 1. first of the month following the date this Certificate or insurance for a Covered Class is terminated;
- 2. the next premium due date after first of the month following the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Certificate;
- 3. the last day of the last period for which contributions, if any, are paid;
- 4. the end of any period of continuation, as provided in the Continuation Provisions; and
- 5. with respect to an Eligible Dependent, first of the month following the date of the death of the Covered Employee or first of the month following the date of divorce from the Covered Employee[;]
- [6. the next premium due date after first of the month following the date the Covered Person attains age 70].

Termination will not affect a claim for Covered Expenses Incurred while coverage was in effect.

Continuation Provisions

Continuation may be available after the termination of this insurance. Please contact your employer for details.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to us within 31 days after a Covered Expense is Incurred or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to us at our Administrative Office. Notice should include the Policyholder's name and policy number and the Covered Person's name, address, and Policy Number.

Claim Forms

We will send claim forms for filing proof of loss when we receive notice of a claim. If such forms are not sent within 15 days after we receive notice, the proof requirements will be met by submitting, within the time fixed in this Certificate for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to us must be given to us at our Administrative Office within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which we

are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to lack of legal capacity.

Time of Payment of Claims

We will pay benefits due under this Certificate for any loss immediately upon receipt of due written or authorized electronic proof of such loss.

Payment of Claims

All benefits will be paid in United States currency. All benefits payable under this Certificate, unless otherwise stated, will be payable to the Covered Person or to his estate.

Claim Administration

For plans subject to the Employee Retirement Income Security Act (ERISA), The plan administrator of the employer's employee welfare benefit plan (the plan) has selected us as the plan fiduciary under federal law for the review of claims for benefits provided by this Certificate and for deciding appeals of denied claims. In this role we shall have the authority, in our discretion, to interpret the terms of plan documents, to decide questions of eligibility for coverage or benefits under the plan, and to make any related findings of fact. All decisions made by us in this capacity shall be final and binding on participants and beneficiaries of the plan to the full extent permitted by state and federal law.

We will have no fiduciary responsibility with respect to the administration of the plan except as described above. It is understood that our sole liability to the plan and to participants and beneficiaries under the plan shall be for the payment of benefits provided under this Certificate.

We may contract with another entity to perform this function on our behalf.

Physical Examination and Autopsy

We, at our own expense, have the right and opportunity to examine the Covered Person when and as often as we may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Certificate less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Certificate. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods.

- 1. A request for lump sum payment of the overpaid amount.
- 2. A reduction of any amounts payable under this Certificate.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

GENERAL PROVISIONS

10 Day Right To Examine Certificate

If a Covered Person is not satisfied with the Certificate for any reason, it may be returned to Us within 10 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any Covered Person that wants to make an assignment of his insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Covered Person's insurance (including an assignment on a form furnished by us or by the Policyholder).

Incontestability

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the terms of the Policy, all statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his applicable representative shall be given a copy.

After two years from a Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Certificate are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

DESCRIPTION OF INDEMNITY MEDICAL BENEFITS

This Section describes the Medical Indemnity Benefits provided by this Certificate. Benefit amounts and any applicable benefit-specific maximums or limits are shown in the *Schedule of* Benefits. Please read these sections in order to understand all of the terms, conditions and limitations applicable to these benefits.

MEDICAL EXPENSE BENEFITS

We will pay the benefits amount shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for Treatment of an injury sustained in a Covered Accident or for Treatment of a Covered Sickness. All benefit amounts and any applicable maximums are shown in the *Schedule of Benefits*, and, unless otherwise specified, are payable on a per Covered Person basis. For other than Surgery, the amount we will pay is limited to the dollar amount shown in the Schedule of Benefits for the

Covered Expense, The amount we will pay for any one Surgical Procedure is limited to the dollar amount shown in the *Schedule of Surgical Procedures*.

Covered Expenses:

In-Patient Hospital Services

If a Covered Person while insured is confined in a hospital as a result of a Covered Accident or a Covered Sickness, we will pay a benefit for each day of Confinement, up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits*. No benefit will be paid for any day the Covered Person is not under the regular care and attendance of a Physician.

Benefits will be payable for a Covered Person while confined in an intensive care unit, coronary care unit, neonatal intensive care unit or pediatric intensive care unit up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits* for a Covered Accident or Covered Sickness. This benefit and the Daily In-Hospital Benefit together will be limited to the Maximum Number of Days as shown in the *Schedule of Benefits* for the Daily In-Hospital Benefit.

The Maximum Days shown in the *Schedule of Benefits* applies to the total of days of intensive, coronary, neonatal or pediatric intensive care and any other days of confinement per Plan year.

No benefit will be paid for any period the Covered Person is not confined to a Hospital as an inpatient during a Hospital Stay.

Outpatient Diagnostic Testing Services

We will pay a benefit for Outpatient Diagnostic Testing Services when laboratory tests or x-rays are performed for the purpose of diagnosis of a Covered Accident or Covered Sickness as indicated by symptoms that would suggest an Injury or Sickness has occurred, while the Covered Person is not confined in a Hospital. This benefit is limited to once per Testing Day, not to exceed the Maximum Number of Testing Days per Plan Year shown in the Schedule of Benefits.

Emergency Room Treatment

We will pay a Hospital Emergency Room Benefit for Treatment provided in an outpatient emergency room of a Hospital or licensed facility, up to the maximum number of visits annually shown in the *Schedule of Benefits*.

Physician Services

Surgery – If a Covered Person undergoes a surgical procedure listed in the Schedule of Surgical Procedures as a result of a Covered Accident or Sickness, and surgery is performed in a Hospital while confined or on an outpatient basis, Ambulatory Surgical Center, or in the Physician's office, we will pay the benefit shown in the *Schedule of Surgical Procedures*.

A list of common procedures and the maximum amount for each is shown in the Schedule of Surgical Procedures.

If two or more procedures are performed through the same incision or operative site, the benefit paid will be for only the procedure that has the larger benefit. If more than one procedure is performed, but each through a separate incision or in a separate operative field, the amount payable will be the specified amount for the primary procedure plus 50% of the amount payable for all other surgical procedures performed.

With respect to a surgical procedure not listed in the Schedule of Surgical Procedures, we will pay an indemnity benefit amount consistent with similar procedures that are listed in the

Schedule of Surgical Procedures.

Anesthesia – We will pay a percentage, as shown in the *Schedule of Benefits*, of the surgical benefit for anesthesia and its administration.

Office Visits – We will pay the Physician Office Visit Benefit, shown in the *Schedule of Benefits*, for a Physician office visit as a result of a Covered Sickness or Covered Accident, for services rendered in the Hospital Emergency Room for a Covered Sickness and a wellness / physical visit up to the Maximum Number of Office Visits per Plan Year shown in the *Schedule of Benefits*.

Ambulance Services

Benefits are payable for professional transportation furnished by a duly licensed ambulance service to the nearest facility equipped to treat a Person's Covered Accident or Sickness. This does not include transportation solely to the Covered Person's personal Physician, or to secure treatment from a Physician, or a facility of greater renown.

We will pay Covered Expenses Incurred for Ambulance Service up to the maximum number of trips shown in the *Schedule of Benefits*.

Wellness Service Benefit

We will pay Covered Expenses Incurred for Wellness Services rendered to a Covered Person, up to the maximum number of services shown in the *Schedule of Benefits*. Wellness services are limited to the following services: PAP Smear, PSA or immunization.

Limitation for Pre-Existing Conditions

We will not pay any benefits for treatment of a Covered Person's Pre-Existing Condition until he has been insured under this Policy for continuous period of 12 months.

Excluded Expenses

The following will not be Covered Expenses under this Indemnity Medical Benefit unless specifically provided elsewhere in this Certificate:

- 1. treatment that is solely for the purpose of rest care or custodial care and any associated transportation;
- 2. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complication thereof this exclusion does not apply to:
 - a. cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
 - b. reconstruction incidental to or following surgery resulting from a covered Accident or Sickness or from trauma, infection or other diseases of the involved part;
 - c. correction of a congenital defect or anomaly that results in a functional defect of a covered dependent child;
 - d. with respect to a mastectomy:
 - all stages of reconstruction of the breast on which the mastectomy has been performed;
 - ii. surgery and reconstruction of the other breast to produce a symmetrical appearance; and
 - iii. treatment of physical complications for all stages of the mastectomy, including lymphedema;

- 3. examinations needed for employment, obtaining insurance or travel;
- 4. voluntary abortion, unless:
 - a. the life of the mother would be endangered if the fetus were carried to term; or
 - b. medical complications have arisen from an abortion;
- 5. sex change procedures;
- 6. reversal of sterilizations:
- 7. diagnosis and treatment of infertility;
- 8. treatment of exogenous obesity, gastric bypass surgery or weight control unless Medically Necessary;
- 9. routine eye examinations or fitting of glasses or contact lenses;
- 10. hearing examinations or fitting of hearing aids;
- 11. dental examinations or dental care other than expenses resulting from a Covered Accident;
- 12. smoking cessation;
- 13. suicide or any attempt threat, while sane or insane, or any intentionally self-inflicted injury or Sickness, unless as a result of a medical condition or an act of domestic violence;
- 14. participation in a riot, civil commotion, civil disobedience, insurrection or unlawful assembly, unless a loss that occurs while a Covered Person is acting in a lawful manner within the scope of authority;
- 15. committing, attempting to commit, or taking part in a felony or assault;
- 16. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, mountain climbing, spelunking or hang gliding;
- 17. air travel, except:
 - a. as a fare-paying passenger on a commercial airline on a regularly scheduled route
 - b. on a charter flight operated by a scheduled airline; or
 - c. as a passenger for transportation only and not as a pilot or crew member;
- 18. the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which a Covered Accident occurred;
- 19. any treatment for an accident or sickness resulting from the use of a controlled substance by a Covered Person that is not provided by or at the direction of a Physician;
- 20. an act of war, whether declared or undeclared, or while performing police duty as member of any military or naval organization. This exclusion includes a Covered Accident occurring or Sickness contracted while in the service of any military, naval or air force of any country engaged in war (the Company will refund the pro rata unearned premium for any such period the Covered Person is not covered);
- 21. an accident or sickness arising out of and in the course of any occupation for compensation,

- wage or profit or expenses which are payable under Workers' Compensation, Occupational Disease or similar law, whether or not application for such benefits has been made:
- 22. any treatment received or expenses incurred during a period of time that insurance for a Covered Person is not in force;
- 23. any treatment received or expenses incurred after this Policy has terminated;
- 24. any service, supply or treatment that is not provided by or at the direction of a Physician;
- 25. treatment of any accident or sickness outside the United States or Canada;
- 26. transportation except as provided for in Ambulance Services;
- 27. benefits for services or treatment rendered by any person who is:
 - a. employed or retained by the Policyholder;
 - b. living in the Covered Person's household;
 - c. a parent, sibling, spouse or child of a Covered Member or of his spouse; or
 - d. a Covered Person treating himself[; or]

[28. the treatment of:

CDT 4

- a. mental illness;
- b. functional or organic nervous disorder, regardless of cause;
- c. alcohol abuse;
- d. drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed].

SCHEDULE OF SURGICAL PROCEDURES

CPI-4		
Codes	Description	Amount
10060	I&D of Abscess, Simple	\$140
10061	I&D of Abscess, Complex	\$320
19000	Puncture Aspiration of cyst of Breast	\$160
19120	Removal of Breast Lesion	\$920
19180	Mastectomy, Simple	\$1,540
19240	Removal of Breast	\$2,300
20550	Injection; Single Tendon Sheath or Ligament	\$120
20600	Drain/Inject Joint/Bursa	\$120
20605	Drain/Inject Joint/Bursa	\$120
22554	Neck Spine Fusion	\$5,000
23500	Closed tx, clavicle fracture	\$380
25560	Closted tx, radius fracture	\$720
27230	Closed tx, femur fracture.	\$1,100
27816	Closed tx, ankle fracture	\$780
28415	Closed tx, humerus fracture	\$2,440
	Codes 10060 10061 19000 19120 19180 19240 20550 20600 20605 22554 23500 25560 27230 27816	Codes Description 10060 I&D of Abscess, Simple 10061 I&D of Abscess, Complex 19000 Puncture Aspiration of cyst of Breast 19120 Removal of Breast Lesion 19180 Mastectomy, Simple 19240 Removal of Breast 20550 Injection; Single Tendon Sheath or Ligament 20600 Drain/Inject Joint/Bursa 20605 Drain/Inject Joint/Bursa 22554 Neck Spine Fusion 23500 Closed tx, clavicle fracture 25560 Closted tx, radius fracture 27230 Closed tx, ankle fracture

29580	Application of Paste Boot	\$100
35301	Re-channeling of Artery	\$3,660
36415	Drawing blood	\$20
36489	Insertion of Catheter, Vein	\$320
36533	Insertion of Access Port	\$1,180
38562	Removal, Pelvic Lymph Nodes	\$2,440
38770	Remove Pelvis Lymph Nodes	\$2,960
38780	Remove Abdomen Lymph Nodes	\$4,880
44005	Freeing of Bowel Adhesion	\$1,980
44140	Partial Removal of Colon	\$2,840
44950	Appendectomy	\$1,440
44970	Laparoscopy surgical appendectomy	\$1,440
45378	Diagnostic Colonoscopy	\$840
45560	Repair of Rectocele	\$940
46255	Hemorrhoidectomy, internal and external	\$1,120
47600	Cholecystectomy	\$2,600
49000	Exploration of Abdomen	\$1,740
49320	Laparoscopy, diagnostic	\$1,240
49505	Repair Inguinal Hernia	\$1,420
49560	Repair Abdominal Hernia	\$1,720
50590	Lithotripsy, extracorporeal shock wave	\$3,320
51840	Bladder repair/vesical neck	\$2,400
52612	TURP	\$2,200
55810	Prostatectomy, perineal radical	\$4,120
57240	Repair Bladder & Vagina	\$1,360
57280	Suspension of Vagina	\$2,120
57282	Repair of Vaginal Prolapse	\$2,120
58150	Total Hysterectomy	\$2,500
58260	Vaginal Hysterectomy	\$2,420
58400	Suspension of Uterus	\$1,640
58600	Division of fallopian tube	\$1,160
58700	Removal of fallopian tube	\$1,520
58720	Removal of ovary/tube(s)	\$1,780
58740	Revise Fallopian Tube(s)	\$1,860
58750	Repair Oviduct	\$3,040
58770	Create New Tubal Opening	\$2,660
58925	Removal of ovarian cyst(s)	\$1,360

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58940	Removal of ovary(s)	\$1,360
59121	Surgical Treatment of Ectopic pregnancy w/o salpingectomy	\$1,900
59150	Treat Ectopic Pregnancy	\$1,900
59400	Obstetrical Care	\$2,480
59409	Obstetrical Care; Vaginal Delivery Only – w/o Postpartum Care	\$1,300
59410	Obstetrical Care; Vaginal Delivery – with Postpartum Care	\$1,440
59510	Cesarean delivery	\$3,060
59851	Abortion	\$1,440
61154	Pierce Skull, Remove Clot	\$3,940
61312	Open Skull for Drainage	\$5,000
62284	Injection for Myelogram	\$640
63030	Low Back Disk Surgery	\$4,480
63035	Added Spinal Disk Surgery	\$1,460
63047	Removal of Spinal Lamina	\$5,000
63048	Removal of Spinal Lamina	\$1,760
63075	Neck Spine Disk Surgery	\$4,620
64721	Carpal Tunnel Surgery	\$1,440
65855	Laser Surgery of Eye	\$1,380
66170	Glaucoma Surgery	\$1,860
66761	Revision of Iris	\$1,100
66984	Remove Cataract, Insert Lens	\$2,660
67210	Treatment of Retinal Lesion	\$1,420
67820	Revise Eyelashes	\$140
67840	Remove Eyelid Lesion	\$360
68761	Close Tear Duct Opening	\$220

HM LIFE INSURANCE COMPANY

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222 1-800-328-5433

Endorsement to Policy/Certificate

State of Arkansas

This Endorsement is made part of the policy/certificate to which it is attached:

By attachment of this Endorsement, it is understood and agreed that the insurance under the policy/certificate is amended, with respect to Covered Persons residing in the state of <u>Arkansas</u>, as follows below:

1. The definition of **Eligible Dependent**, is amended to read as follows:

Eligible Dependent means the Covered Member's:

- 1. lawful spouse, unless such spouse is eligible for medical coverage as a Covered Employee under this Policy; and
- 2. unmarried natural or step child, unless such child is eligible for medical coverage as a Covered Employee under this Policy and who:
 - a. is less than 26 years old; or
 - b. becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for dependent children. The Company must receive proof of incapacity within a reasonable time after coverage would otherwise terminate. This insurance will continue for as long as the Covered Employee's insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age [26];
 - c. is adopted by or placed for adoption with, or is party in a suit for adoption by, the Covered Employee; or
 - d. is required to be provided coverage by the Insured or his spouse under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609[a]).
- 2. The last paragraph of the **Eligibility** section is to provide coverage for **newborns** for 90 days:

Insurance becomes effective for a newborn dependent child automatically from the moment of the child's live birth. Insurance for that dependent child will end automatically 90 days later unless the Member enrolls the child and pays the required initial premium with 90 days of the child's birth.

President

Mike Sullin

SERFF Tracking Number: HMRK-127828823 State: Arkansas
Filing Company: HM Life Insurance Company State Tracking Number: 50280

Company Tracking Number: HM905-LMP (10/10)

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: LMBP

Project Name/Number: NBLA Filing/HM905-LMP (10/10)

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification Approved-Closed 11/28/2011

Comments: Attachment:

Signed Readability Cert.pdf

Item Status: Status

Date:

Satisfied - Item: Application Approved-Closed 11/28/2011

Comments: Attachment:

HM905-LMA_Direct Application - Signed by NBLA (2).pdf

Item Status: Status

Approved-Closed

Date:

11/28/2011

Bypassed - Item: Health - Actuarial Justification

Bypass Reason: N/A Group policy

Comments:

Item Status: Status

Date:

Bypassed - Item: Outline of Coverage
Bypass Reason: N/A Group Policy

Comments:

Approved-Closed 11/28/2011

Item Status: Status

Date:

Bypassed - Item: PPACA Uniform Compliance Approved-Closed 11/28/2011

Summary

Bypass Reason: N/A not PPACA related limited benefit product

Comments:

SERFF Tracking Number: HMRK-127828823 State: Arkansas
Filing Company: HM Life Insurance Company State Tracking Number: 50280

Company Tracking Number: HM905-LMP (10/10)

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: LMBP

Project Name/Number: NBLA Filing/HM905-LMP (10/10)

Item Status: Status

Date:

Satisfied - Item: Submission Letter Approved-Closed 11/28/2011

Comments: Attachment:

NBLA Submission Letter.pdf

Item Status: Status

Date:

Satisfied - Item: Articels of Incorporation and Bylaws Approved-Closed 11/28/2011

Comments: Attachments:

Exhibit 1 Articles of Association.pdf Exhibit 3-NBLA Bylaws (2).pdf

Item Status: Status

Date:

Satisfied - Item: Red-Lined Certificates Approved-Closed 11/28/2011

Comments:

Attachments:

NBLA HM905 LMC _1010_ P250.rev. 11.21.11 tracked.pdf NBLA HM905 LMC _1010_ P300.rev.11.21.11 tracked.pdf

NBLA HM905 LMC _1010_ P500 rev.tracked.pdf

NBLA HM905 LMC _1010_ P1000 rev 11.21.11.tracked.pdf

Item Status: Status

Date:

Satisfied - Item: Response Letter Approved-Closed 11/28/2011

Comments: Attachment:

AR NBLA Response Letter 11.21.11.pdf

STATE OF ARKANSAS

READABILITY CERTIFICATION

This is to certify that the following forms comply with the requirements of Ark. Stat. Ann. 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act and have achieved a Flesch Reading Ease Score of:

FORM NO. HM905 LMC 510-A and related forms	<u>FLESCH SCORE</u> 54
Signed by Company Officer	<u>November 8, 2011</u> Date
Daniel J. Wright Name	
Senior Vice President, Treasurer & CFO Title	

Group Indemnity Medical Insurance



HM CARE ADVANTAGE APPLICATION FOR GROUP MEDICAL INDEMNITY INSURANCE

INSTRUCTIONS

Please Type or Print – Must be completed in full. Indicate "N/A" or "none" if item does not apply This application must be accompanied by the Coverage Transmittal form and the proposal for coverage requested. When completed return to:

Key Benefit Administrators, Inc. P.O. Box 519 Fort Mill, SC 29716							
	Better Livin	& Associati	ion ,	INC.			
Tax ID Number 36-0563300	Business Telephone Num		Fax Number	106-27	9		
Address 5425 Peachtree Parku		Norcross		State GA	Zip Code + 4 30092		
Delivery Address (if different than above)		City		State	Zip Code + 4		
E-mail The standard of Business Membership Association	1	nternet WWW, Corporation Government	☐ Pa	tnership	1		
Affiliates to be insured? Yes No 'If'	'yes," please attach a se		el Finish				
Requested Effective Date		Number of Eligible Em	ployees 8,0	00			
Will the requested insurance replace existing insu	rance? Yes No						
Premium Deposit of \$ included be applied to the first premium when due. Make of the "Payee" blank. If a policy is not issued, the pre-		isurance Company. Do					
	APPLICANT A	GREES THAT			A LAW STATE		
The insurance coverage requested and requested practices, including Active Work, Evidence of Insu Office approval. No insurance agent or broker has coverage must be approved in writing by HM Life by the Home Office. Do not cancel prior coverage Company. Final premium rates will be determined.	rability and Pre-Existing C s authority to guarantee act Insurance Company prio until notified. Premium rat d on the basis of the actual	ondition provisions. All o ceptability of requested i r to distribution. Note: Co es quoted were based o composition of the grou	options and sinsurance co overage will in the data single of persons	pecial request verage. All mand be in effectional properties to Head to Head who become	ests are subject to Home naterials describing this ect until notified in writing M Life Insurance e insured.		
I represent that the statements contained in this application are true and complete to the best of my knowledge and belief, and I understand that they form the basis for HM Life Insurance Company 's approval of the coverage requested.							
Printed Name of Applicant's Authorized Repre							
Signature of Applicant's Authorized Represer		-2011	Tjŧłe	Pre	esident		
Signature of Witness and/or Agent	Locatio	n (City, State)					
Signature of Resident Agent, where required	Agent L	icense Number	Printe	d Name of Re	esident Agent		

FRAUD NOTICE (Please read carefully)

Any person who knowingly and with intent to defraud or deceive any insurance company submits an insurance application or statement of claim containing any false, incomplete or misleading information may by subject to civil or criminal penalties, depending upon state law.

In Arkansas, any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For your protection, California requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

In the District of Columbia, **WARNING**: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

In Kentucky, any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime. Any application for insurance in writing by the applicant shall be altered solely by the applicant or by his written consent, except that insertions may be made by the insurer for administrative purposes only in such manner as to indicate clearly that such insertions are not to be ascribed to the applicant.

In Maryland, any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In New Jersey, any person who includes any false or misleading information on an application for insurance is subject to criminal and civil penalties.

In Oklahoma, **WARNING**: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

In Oregon, any person who knowingly and with intent to defraud or deceive any insurance company submits an insurance application or statement of claim containing any false, incomplete or misleading information may be subject to civil or criminal penalties if intentional and material to the risk.

In Pennsylvania, any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

In Rhode Island, any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In Washington, it is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Underwritten By:

HM Life Insurance Company P.O. Box 535061 Pittsburgh, PA 15253-3099 (800) 328-5433 Administered by:

Key Benefit Administrators, Inc. P.O. Box 519 Fort Mill, SC 29716



A HIGHMARK COMPANY

HM Life Insurance Company

HM Life Insurance Company of New York

> HM Casualty Insurance Company

> > **RBS** Re

HM Benefits Administrators

November 16, 2011

Arkansas Department of Insurance

(VIA SERFF)

Re: HM Life Insurance Company

NAIC Co. #93440

Indemnity Medical Insurance Filing

National Better Living Association Form Filling:

HM905-LMP (10/10)

HM905-LMC (10/10) Platinum 250 HM905-LMC (10/10) Platinum 300 HM905-LMC (10/10) Platinum 500 HM905-LMC (10/10) Platinum 1000

HM905-LMP (10/10) (End)

Dear Sir or Madam:

The certificate forms attached to this filing represent the benefits that will be offered to members of the National Better Living Association (NBLA) that reside in Arkansas through a policy issued to NBLA in the State of Georgia. The attached Endorsement will be issued will all four certificates.

The benefits described in the attached certificates represent HM Life's Indemnity Medical product a type of accident and health coverage marketed in lieu of, or as a supplement to, a traditional medical plan. The above forms provide a limited benefit directly to a claimant on a reimbursement basis; they do not provide health care, major medical or comprehensive medical insurance.

Members of NBLA may choose benefits for themselves and their dependents from one of four plans, each of which is described in a dedicated certificate

Variable information is limited to the following items in the certificates:

- Item 6 in Termination of Insurance
 - [6. the next premium due date after first of the month following the date the Covered Person attains age 70].
- Item 28 in Excluded Expenses

[28. the treatment of:

- a. mental illness;
- b. functional or organic nervous disorder, regardless of cause;
- c. alcohol abuse;
- d. drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed].

In addition to the attached policy and certificates we have encloses a copy of the Association's By-laws and Articles of Incorporation.

Mailing Address

PO Box 535061 Pittsburgh, PA 15253-5061

Overnight Deliveries

Fifth Avenue Place 120 Fifth Avenue Pittsburgh, PA 15222-3099

www.hminsurancegroup.com

Telephone

412-544-1000 800-328-5433



A HIGHMARK COMPANY

HM Life Insurance Company

HM Life Insurance Company of New York

HM Casualty Insurance Company

RBS Re

HM Benefits Administrators If you have any questions, please contact me at the left-side address, by telephone at 412-544-0923 or if you prefer via e-mail to Jennifer.bayich@hminsurancegroup.com. Thank you in advance for your time and consideration.

Sincerely,

Jernifer L. Bayich, Esq. Regulatory Compliance Consultant

Mailing Address PO Box 535061 Pittsburgh, PA 15253-5061

Overnight Deliveries

Fifth Avenue Place 120 Fifth Avenue Pittsburgh, PA 15222-3099

www.hminsurancegroup.com

Telephone 412-544-1000 800-328-5433

STATE OF GEORGIA

Secretary of State

Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF RESTATED ARTICLES

I, Karen C Handel, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

THE NATIONAL BETTER LIVING ASSOCIATION, INC.

a Domestic Non-Profit Corporation

has amended and filed duly restated articles on 11/06/2009 in the Office of the Secretary of State and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said restated articles.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on November 6, 2009



Karen C Handel Secretary of State

Heren CHandel

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE NATIONAL BETTER LIVING ASSOCIATION, INC.

THE NATIONAL BETTER LIVING ASSOCIATION, INC. (the "Corporation"), a nonprofit corporation organized and existing under the laws of the State of Georgia, does hereby certify as follows:

- (a) The name of the Corporation is The National Better Living Association, Inc. The original Articles of Incorporation of the Corporation were filed with the office of the Secretary of State of the State of Georgia on July 19, 2007, and the Amended and Restated Articles of Incorporation of the Corporation were tiled with the office of the Secretary of State of the State of Georgia on October 3, 2008.
- (b) These Second Amended and Restated Articles of Incorporation were duly adopted in accordance with the provisions of Section 14-3-1006 of the Georgia Nonprofit Corporation Code.
- (c) The text of the Amended and Restated Articles of Incorporation is amended and restated in its entirety as follows:

ARTICLE I Name

The name of the corporation is The National Better Living Association, Inc. (the "Corporation").

ARTICLE II Nonprofit Corporation

The Corporation is organized pursuant to the Georgia Nonprofit Corporation Code (the "GNCC").

ARTICLE III Purpose

The purpose or purposes of the Corporation shall be to help improve the quality of life of its members by:

- a. Educating members about better balancing work, family and personal demands and activities:
- b. Providing, collecting and disseminating information to its members about effectively accessing and taking advantage of quality health and medical care and services:
- Attempting to influence government, corporate and public opinions, policies, regulations and laws to promote more balanced and healthier lifestyles and broader access to quality health and medical care and services;

State of Georgia Expedite Amend/Restate 5 Page(s)

A FER01 2016977 v1 2907952-000001 11/05/2009



d. Doing any other act or thing incidental to or connected with such purpose or the advancement thereof and exercising all powers conferred upon corporations by the laws of the State of Georgia and of the United States, provided, however, that the Corporation is explicitly empowered to engage in any lawful activity as may be allowed under the laws, statutes, and rules of the fifty states and the United States of America.

ARTICLE IV Members

The Corporation shall have members. The Board of Directors of the Corporation shall have the power to admit members to the Corporation in such manner, subject to such qualifications, upon such terms and conditions, and with such rights and privileges as may be provided from time to time in the Bylaws of the Corporation and that are not inconsistent with any provision of these Articles of Incorporation. Members may be divided into one or more classes.

ARTICLE V Registered Office and Registered Agent

The registered office of the Corporation is located at 3414 Peachtree Rd., N.E., Suite 1600, Atlanta, Fulton County, Georgia. 30326. The registered agent of the Corporation at such address is David S. Cooper.

ARTICLE VI Principal Office

The mailing address of the principal office of the Corporation is 6470 East Johns Crossing, Suite 170, Duluth, Georgia, 30097.

ARTICLE VII Purposes and Activities

The purposes of the Corporation shall be to help improve the quality of life of its members by providing information about and promoting various wellness and lifestyle activities and benefits, and any other purposes incidental to or connected with such purpose. The Corporation shall be permitted to engage in any lawful activity permitted under the GNCC. In furtherance of such purposes, the Corporation shall have full power and authority to perform all other acts necessary or incidental to the above and to do whatever is deemed necessary, useful, advisable, or conducive, directly or indirectly, as determined by the Board of Directors, to carry out any of the purposes of the Corporation, as set forth in these Articles of Incorporation or in the Bylaws, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the GNCC.

ARTICLE VIII Dissolution of Corporation

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation in accordance with the Bylaws.

ARTICLE IX Limitation of Director Liability

- (a) A director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director, except for any liability: (i) for any appropriation, in violation of the director's duties, of any business opportunity of the Corporation; (ii) for acts or omissions that involve intentional misconduct or a knowing violation of law; (iii) of the type set forth in Section 14-3-831 of the GNCC, as in effect from time to time; or (iv) for any transaction from which the director derived an improper personal benefit. If the GNCC is amended to further eliminate or limit the liability of a director, then a director of the Corporation, in addition to the circumstances in which a director is not personally liable as set forth in the preceding sentence, shall be not liable to the fullest extent permitted by the GNCC, as it may be amended from time to time.
- (b) Any repeal or modification of the provisions of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.
- (c) If the GNCC or, to the extent applicable, the Georgia Business Corporation Code hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended GNCC or the amended Georgia Business Corporation Code, as appropriate.
- (d) In the event that any provision of this Article (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

ARTICLE X Indemnification

The Corporation shall provide indemnification of its directors, officers, employees and agents to the fullest extent permitted by law, and the provisions of Part 5 of Article 8 of the GNCC are incorporated herein by reference as permitted by Section 14-3-858(f) of the GNCC.

ARTICLE XI Amendments

These Articles of Incorporation may be amended at any time and from time to time by the affirmative vote of a majority of all of the directors then in office.

CERTIFICATION PURSUANT TO SECTION 14-3-1006(e) OF THE GNCC

These Second Amended and Restated Articles of Incorporation amend and restate the Articles of Incorporation and all amendments and corrections thereto. In accordance with Sections 14-3-1002 and 14-3-1006 of the GNCC, the Board of Directors of the Corporation has duly approved and adopted these Second Amended and Restated Articles of Incorporation as of November 6, 2009.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Corporation has caused these Second Amended and Restated Articles of Incorporation to be executed as of November 6, 2009.

THE NATIONAL BETTER LIVING ASSOCIATION, INC.

y: ________ Shulding President

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SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE NATIONAL BETTER LIVING ASSOCIATION, INC.

THE NATIONAL BETTER LIVING ASSOCIATION, INC. (the "Corporation"), a nonprofit corporation organized and existing under the laws of the State of Georgia, does hereby certify as follows:

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- (c) The text of the Amended and Restated Articles of Incorporation is amended and restated in its entirety as follows:

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- Attempting to influence government, corporate and public opinions, policies, regulations and laws to promote more balanced and healthier lifestyles and broader access to quality health and medical care and services;

d. Doing any other act or thing incidental to or connected with such purpose or the advancement thereof and exercising all powers conferred upon corporations by the laws of the State of Georgia and of the United States, provided, however, that the Corporation is explicitly empowered to engage in any lawful activity as may be allowed under the laws, statutes, and rules of the fifty states and the United States of America.

ARTICLE IV Members

The Corporation shall have members. The Board of Directors of the Corporation shall have the power to admit members to the Corporation in such manner, subject to such qualifications, upon such terms and conditions, and with such rights and privileges as may be provided from time to time in the Bylaws of the Corporation and that are not inconsistent with any provision of these Articles of Incorporation. Members may be divided into one or more classes.

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- (b) Any repeal or modification of the provisions of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.
- (c) If the GNCC or, to the extent applicable, the Georgia Business Corporation Code hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended GNCC or the amended Georgia Business Corporation Code, as appropriate.
- (d) In the event that any provision of this Article (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

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[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Corporation has caused these Second Amended and Restated Articles of Incorporation to be executed as of November 6, 2009.

THE NATIONAL BETTER LIVING ASSOCIATION, INC.

By:

George Spalding, President

STATE OF GEORGIA

Secretary of State

Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF RESTATED ARTICLES

I, Karen C Handel, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

THE NATIONAL BETTER LIVING ASSOCIATION, INC.

a Domestic Non-Profit Corporation

has amended and filed duly restated articles on 10/03/2008 in the Office of the Secretary of State and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said restated articles.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on October 3, 2008



Karen C Handel Secretary of State

Heren C. Handel

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE NATIONAL BETTER LIVING ASSOCIATION, INC.

THE NATIONAL BETTER LIVING ASSOCIATION, INC. (the "Corporation"), a nonprofit corporation organized and existing under the laws of the State of Georgia, does hereby certify as follows:

- (a) The name of the Corporation is The National Better Living Association, Inc. The original Articles of Incorporation of the Corporation were filed with the office of the Secretary of State of the State of Georgia on July 19, 2007.
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The Corporation shall have members. The Board of Directors of the Corporation shall have the power to admit members to the Corporation in such manner, subject to such qualifications, upon such terms and conditions, and with such rights and privileges as may be provided from time to time in the Bylaws of the Corporation and that are not inconsistent with any provision of these Articles of Incorporation. Members may be divided into one or more classes.

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State of Georgia
Amend/Restate 5 Page(s)

A2 VPW 1862833 v1 2907952-000001 9/11/2008



ARTICLE V Principal Office

The mailing address of the principal office of the Corporation is 6470 East Johns Crossing, Suite 170, Duluth, Georgia, 30097.

ARTICLE VI Purposes and Activities

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ARTICLE VII Dissolution of Corporation

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation in accordance with the Bylaws.

ARTICLE VIII Limitation of Director Liability

- (a) A director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director, except for any liability: (i) for any appropriation, in violation of the director's duties, of any business opportunity of the Corporation; (ii) for acts or omissions that involve intentional misconduct or a knowing violation of law; (iii) of the type set forth in Section 14-3-831 of the GNCC, as in effect from time to time; or (iv) for any transaction from which the director derived an improper personal benefit. If the GNCC is amended to further eliminate or limit the liability of a director, then a director of the Corporation, in addition to the circumstances in which a director is not personally liable as set forth in the preceding sentence, shall be not liable to the fullest extent permitted by the GNCC, as it may be amended from time to time.
- (b) Any repeal or modification of the provisions of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.

- (c) If the GNCC or, to the extent applicable, the Georgia Business Corporation Code hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended GNCC or the amended Georgia Business Corporation Code, as appropriate.
- (d) In the event that any provision of this Article (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

ARTICLE IX Indemnification

The Corporation shall provide indemnification of its directors, officers, employees and agents to the fullest extent permitted by law, and the provisions of Part 5 of Article 8 of the GNCC are incorporated herein by reference as permitted by Section 14-3-858(f) of the GNCC.

ARTICLE X Amendments

These Articles of Incorporation may be amended at any time and from time to time by the affirmative vote of a majority of all of the directors then in office.

CERTIFICATION PURSUANT TO SECTION 14-3-1006(e) OF THE GNCC

These Amended and Restated Articles of Incorporation amend and restate the Articles of Incorporation and all amendments and corrections thereto. In accordance with Sections 14-3-1003 and 14-3-1006 of the GNCC, because the Corporation heretofore has had no members, the Board of Directors of the Corporation has duly approved and adopted these Amended and Restated Articles of Incorporation as of September 24, 2008.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Corporation has caused these Amended and Restated Articles of Incorporation to be executed as of September 24, 2008.

THE NATIONAL BETTER LIVING ASSOCIATION, INC.

Bv:

George Spalding Pre

By:

Timothy Siewert, Secretary

[Corporate Seal]

SECRETARY OF STATE CORPORATIONS DIVISION

2008 OC1 -3 VH 8: 25

STATE OF GEORGIA

Secretary of State

Corporations Division 315 West Tower #2 Martin Luther King, Jr. Dr. Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, Karen C Handel, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

THE NATIONAL BETTER LIVING ASSOCIATION, INC.

a Domestic Non-Profit Corporation

has been duly incorporated under the laws of the State of Georgia on 07/19/2007 by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal of the City of Atlanta and the State of Georgia on July 19, 2007



Karen C Handel Secretary of State

Laur C. Handel

ARTICLES OF INCORPORATION OF THE NATIONAL BETTER LIVING ASSOCIATION, INC.

ARTICLE I

The name of the corporation shall be:

THE NATIONAL BETTER LIVING ASSOCIATION, INC. (the "Corporation")

ARTICLE II Nonprofit Corporation

The Corporation is organized pursuant to the Georgia Nonprofit Corporation Code.

ARTICLE III Members

The Corporation initially shall have no members. However, the Board of Directors of the Corporation shall have the power to admit members to the Corporation in such manner, subject to such qualifications, and upon such terms and conditions and with such rights and privileges as may be provided from time to time in the Bylaws of the Corporation and as are not inconsistent with any provision of these Articles of Incorporation. Members may be divided into one or more classes.

ARTICLE IV Registered Office and Registered Agent

The initial registered office of the Corporation shall be at 3414 Peachtree Rd., NE., Suite 1600 Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David S. Cooper.

ARTICLE V Incorporator

The name and address of the Incorporator are as follows:

David S. Cooper 3414 Peachtree Rd., NE., Suite 1600 Atlanta, Georgia 30326

ARTICLE VI Principal Office

The mailing address of the initial principal office of the Corporation is 6470 E. Johns Crossing, Duluth, Georgia 30097.

State of Georgia

State of Georgia
Creation - Domestic Entity 4 Page(s)



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ARTICLE VII Purposes and Activities

The Corporation shall be permitted to engage in any lawful activity permitted under the Georgia Nonprofit Corporation Code. In furtherance of such activities, the Corporation shall have full power and authority:

- (a) To receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust, or corporation, to be held, administered, and disposed of in accordance with and pursuant to the governing instruments of the Corporation, as the same shall be amended from time to time; and
- (b) To perform all other acts necessary or incidental to the above and to do whatever is deemed necessary, useful, advisable, or conducive, directly or indirectly, as determined by the Board of Directors, to carry out any of the purposes of the Corporation, as set forth in these Articles of Incorporation or in the Bylaws, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Georgia Nonprofit Corporation Code.

ARTICLE VIII Dissolution of Corporation

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation in accordance with the Bylaws.

ARTICLE IX Limitation of Director Liability

- (a) A Director of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for breach of duty of care or other duty as a Director, except for liability:
 - (i) for any appropriation, in violation of his or her duties, of any business opportunity of the Corporation;
 - (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or
 - (iii) for any transaction from which the Director derived an improper personal benefit.
- (b) Any repeal or modification of the provisions of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director of the Corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.

- (c) If the Georgia Nonprofit Corporation Code or, by reference, if appropriate, the Georgia Business Corporation Code hereafter is amended to authorize the further elimination or limitation of the liability of Directors, then the liability of a Director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Georgia Nonprofit Corporation Code or the amended Georgia Business Corporation Code, as appropriate.
- (d) In the event that any of the provisions of this Article (including any provision within a single sentence) are held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

ARTICLE X Indemnification

The Corporation shall provide indemnification of its Directors, officers, employees, or agents to the fullest extent permitted by law, and the provisions of Part 5 of Article 8 of the Georgia Nonprofit Corporation Code are incorporated herein by reference as provided Section 14-3-858(f) of the Georgia Nonprofit Corporation Code.

ARTICLE XI Amendments

These Articles of Incorporation may be amended at any time and from time to time by the affirmative vote of a majority of all of the Directors then in office.

IN WITNESS WHEREOF, the Incorporator has executed these Articles of Incorporation, this July 19, 2007.

David S. Cooper, Incorporator

CORPORATIONS DIVISION

72:2 d bi 70 L002

ETARY OF STATE

STATE OF GEORGIA

Secretary of State

Corporations Division 315 West Tower #2 Martin Luther King, Jr. Dr. Atlanta, Georgia 30334-1530

CERTIFICATE OF MERGER

I, Karen C Handel, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of 08/15/2007. Attached is a true and correct copy of the said filing.

Surviving Entity:

THE NATIONAL BETTER LIVING ASSOCIATION, INC., a Georgia Non-Profit Corporation

Nonsurviving Entity/Entities:

THE NATIONAL BETTER LIVING ASSOCIATION, a Delaware Non-Oualifying Entity

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on August 15, 2007



Karen C Handel Secretary of State

Heren CHandel

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This Agreement of Merger and Plan of Reorganization (the "Agreement") is made and entered as of July 27, 2007 by and between THE NATIONAL BETTER LIVING ASSOCIATION, a Delaware non-stock corporation (hereinafter called "National") and THE NATIONAL BETTER LIVING ASSOCIATION, INC., a Georgia non-profit corporation (hereinafter called "National-Georgia").

WHEREAS:

- 1. The Boards of Directors of National and National-Georgia have resolved that National and National-Georgia be merged pursuant to the Georgia Non-Profit Corporation Code (as amended) and the Delaware General Corporation Law: Section 256 into a single corporation existing under the laws of the State of Georgia, to wit, National-Georgia, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code;
- 2. The respective Boards of Directors of National and National-Georgia have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, previsions, and covenants herein contained, the parties hereto hereby agree in accordance with the Georgia Non-Profit Corporation Code and the Delaware General Corporation Law: Section 256 that National shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Georgia, to wit, National-Georgia, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. Members/Directors Meetings; Filings; Effects of Merger

- 1.1 <u>Members/Directors Meeting.</u> National shall call a meeting of its Founding Members and Board of Directors to be held in accordance with the Delaware General Corporation Law: Sections 215 and 141 at the earliest practicable date, upon due notice thereof to its Founding Members and Board of Directors to consider and vote upon, among other matters, adoption of this Agreement.
- 1.2 <u>Action by Sole Director of National-Georgia.</u> On or before the Effective Date, the Board of Directors of National-Georgia shall adopt this Agreement in accordance with the Georgia Non-Profit Corporation Code.
- Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by the Founding Members and Board of Directors of National in accordance with the Delaware General Corporation Law Statutes, (b) this Agreement has been adopted by the Board of Directors of National-Georgia in accordance with the Georgia Non-Profit Corporation Code, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed and recorded in accordance with the Georgia Non-Profit Corporation Code and a Certificate of Merger shall be filed in accordance with the Delaware General Corporation Law: Section 251. Such filings shall be made on the same day. The Merger shall become effective at 9:00 A.M. on the day of such filing in Georgia which date and time are herein referred to as the "Effective Date."

Certain Effects of Merger. On the Effective Date, the separate existence of National shall cease, and National shall be merged into National-Georgia which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of National; and all and singular, the rights, privileges, powers, and franchises of National, and all property, real, personal, and mixed, and all debts due to National on whatever account, as well for all other things in action or belonging to National, shall be vested in the National-Georgia; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the National-Georgia as they were of National, and the title to any real estate vested by aurid or otherwise, under the laws of Georgia or Delaware or any other jurisdiction, in National, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of National shall be preserved unimpaired, and all debts, liabilities, and duties of National shall thenceforth attach to the National-Georgia and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of National or the сэлтевропding officers of the National-Georgia, may, in the name of National, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the National-Georgia may deem necessary or desirable in order to vest, perfect, or confirm in the National-Georgia title to and possession of all National's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

Name of Surviving Corporation; Certificate of Incorporation; By-Laws

- 2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be THE NATIONAL BETTER LIVING ASSOCIATION, INC.
- 2.2 <u>Articles of Incorporation.</u> The Articles of Incorporation of National-Georgia as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.
- 2.3 <u>By-Laws.</u> The By-Laws of National-Georgia, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

3. Status of Members.

All members, if any, of National shall become as of the Effective Date, members of the Surviving Corporation as such members are defined in the Articles of Incorporation and By-Laws of Surviving Corporation.

4. Miscellaneous

- 4.1. This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, if the Board of Directors of National or of the National-Georgia duly adopt a resolution abandoning this Agreement of Merger.
- 4.2. For the convenience of the parties hereto and to facilitate the filing of this Agreement, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by National and National-Georgia all on the date first above written.

ATTEST:

The National Better Living Association A Delaware Non-Stock Corporation

By:

President

The National Better Living Association, Inc. A Georgia Non-Profit Corporation

By:

President

LHE NVLIONVT BELLEK FIAING VSSOCIVLION OF THE BOVKD OF DIRECTORS AND FOUNDING MEMBERS OF MINUTES OF ACTION TAKEN BY THE UNAUMOUS CONSENT

The undersigned, being all of the Directors and Founding Members of THE "Corporation"), by signing these minutes, does hereby consent pursuant to the Delaware Ceneral Corporation Code (the "Code") to the following actions:

RESOLVED, that the Corporation merge into The National Better Living Association, a Georgia nonprofit corporation, in accordance with the Agreement and Plan of Merger attached hereto as Exhibit A and the Articles of Merger attached hereto as Exhibit B, and that such Agreement and Plan of Merger is hereby adopted by the Corporation pursuant to Title 8, Section 256 of the General Corporation Law of the State of Delaware; and Section 256 of the General Corporation Law of the State of Delaware; and

RESOLVED FURTHER, that the officers of the Corporation be and are hereby authorized and directed in the name and on behalf of the Corporation to take any and all other actions and to execute, acknowledge, seal, and consummate the Agreement and Plan of Merger, the Certificate of Merger, and any and all instruments and documents deemed necessary or proper in connection to the foregoing resolutions without the necessity of an attesting signature; and

KESOLVED FURTHER, that this consent be placed in the minute book of the

Corporation.

This July Z 2007.

Michael Siewert, Director and Founding Member

George Spalding, Director and Founding Member

Timothy Siewert, Director and Founding Member

THE NATIONAL BETTER LIVING ASSOCIATION, INC. THE NATION TAKEN BY THE UNAUMOUS CONSENT.

The undersigned, being all of the Directors of THE NATIONAL BETTER LIVING ASSOCIATION, INC., a Georgia corporation (the "Corporation"), by signing these minutes, does hereby consent pursuant to Section 14-3-821 of the Georgia Nonprofit Corporation Code (the "Code") to the following actions:

RESOLVED, that The National Better Living Association, a Delaware non-stock corporation ("National") be merged into the Corporation, in accordance with the Agreement and Plan of Merger attached hereto as Exhibit A and the Articles of Merger attached hereto as Exhibit B, and that such Agreement and Plan of Merger is hereby adopted by the Corporation pursuant to Section 14-3-1103(b) of the Code; and

RESOLVED FURTHER, that the officers of the Corporation be and are hereby authorized and directed in the name and on behalf of the Corporation to take any and all other actions and to execute, acknowledge, seal, and consummate the Agreement and Plan of Merger, the Articles of Merger, and any and all instruments and documents deemed necessary or proper in connection to the foregoing resolutions without the necessity of an attesting signature; and in connection to the foregoing resolutions without the necessity of an attesting signature; and

KEZOLVED FURTHER, that this consent be placed in the minute book of the

Corporation.

This July 1, 2007.

Timothy Siewert, Director

Michael Siewert, Director

George Spalding, Director

ATLANTA, GA 30326 3414 PEACHTREE RD., NE BAKER DONELSON BEARMAN CALDWELL & BAKER DONELSON BEARMAN CALDWELL &

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STATE OF DELAWARE CERTIFICATE OF INCORPORATION OF THE NATIONAL BETTER LIVING ASSOCIATION OF THE NATIONAL BETTER LIVING ASSOCIATION

The corporation, organized and existing under and by vurtue of the General Corporation Law of

the State of Delaware, does hereby certify:

FIRST: That the current name of the corporation is National Better Living Association, Inc.

SECOND: That the corporation was incorporated under the original name "CCC Plus Association" by the fing of its original Certificate of Incorporation with the Secretary of State of Delaware on December 15, 1994.

THIRD: That the corporation was incorporated as a for-profit corporation, but has never operated as a for-profit entity and that no part of the assets or any income or profits of the corporation have ever been distributed to or inured to the benefit of any shareholder, director, officer or individual

FOURTH: That at a meeting of the Board of Directors of National Better Living Association, Inc., resolutions were duly adopted serting forth a proposed amendment and restatement of the Certificate of Incorporation of said corporation (the "Restated Certificate of Incorporation;), declaring the Restated Certificate of Incorporation to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed Restated Certificate of Incorporation is as follows:

RESOLVED, that the Certificate of incorporation of this corporation, as previously amended, be further amended, integrated and restated so that, as so amended, integrated and restated, said Certificate of Incorporation shall be and read in full as follows:

"RESTATED CERTIFICATE OF INCORPORATION

OF

THE NATIONAL BETTER LIVING ASSOCIATION

- The name of the nonprofit, nonstock, mutual benefit corporation (hereinafter referred to as the
- The address of the registered office of the Association in the State of Delaware is co United Corporate Services, Inc., 874 Walker Road, Suite C, in the City of Dover, County of Kent, State of Delaware 19904. The name of the registered agent at such address is United Corporate Services, Inc.
- The purpose or purposes of the Association shall be to help improve the quality of life of its
- a. Educating members about better balancing work, family and personal demands and members by:
- activities;

 Providing, collecting and disseminating information to its members about effectively accessing and taking advantage of quality health and medical care and services;
- Attempting and taking me same of quarty from the public opinions, policies, regulations and laws to promote more balanced and healthier lifestyles and broader regulations and laws to promote more balanced and healthier lifestyles and broader
- access to quality health and medical care and services;
 Doing any other act or thing incidental to or connected with such purpose or the advancement thereof and exercising all powers conferred upon corporations by the

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purpose set forth above. Association is not empowered to engage in any activity not in furtherance of the laws of the State of Delaware and of the United States, provided, however, that the

more of its purposes. be paid to such persons for services rendered to or for the Association in furtherance of one or other than as may be permitted by law; provided, however, that reasonable compensation may distributed to or imme to the benefit of any member, duector, officer, trustee or individual, dividends, and no part of the assers, or any income or profits of the Association shall be for-profit basis and shall have no authority or power to issue capital stock or declare The Association is not organized for pecuniary profit and shall operate exclusively on a not-

- distributed in accordance with the applicable provisions of Delaware law. or purposes identical or substantially similar to the purpose or purposes of the Association, or assets shall either be paid or transferred to corporations or other organizations with a purpose and applied first to satisfy just claims against the Association, and any remaining funds and Association, all business, property and assets of the Association shall be converted to cash set forth herein. Upon the liquidation, dissolution, termination or winding up of the shall be used and distributed exclusively for carrying out only the purposes of the Association payment in full of all debts and obligations of the Association of whatsoever kind of nature, The balance, if any, of all money received by the Association from its operations, after the
- constituting the first Board of Directors who are to act in that capacity until the qualification the membership to serve for a term of one year. The names and addresses of the persons a majority vote of the membership. Directors shall be elected annually by a majority vote of conducted by a board of not less than three directors, or such greater number as determined by The powers of the Association shall be exercised, its properties controlled, and its affaurs
- Umothy Siewert, 4781 Glen Level Drive, Sugar Hill, GA 30518 George Spalding, 3762 Wedgewood Chase, Norcross, GA 30092 of their successors are:
- Michael Siewert, 4291 Sinclair Shors Drive, Cumming, GA 30041
- the Bylaws. duties, the terms of office and the manner of removing officers shall be as set forth in Directors. The qualifications, the time and manner of election or appointment, the treasurer. Other offices and officers may be established or appointed by the Board of The officers of the Association shall be a president, executive director, secretary and
- conditions of membership in the Association shall be provided in the By-laws of the amendments to the Bylaws shall be binding on all members of the Association. The thereafter be amended or repealed, in whole or in part, in the manner provided therein. Any corporation. Bylaws will be adopted at the first meeting of the Board of Directors and may The Board of Directors shall have the power to make, after or repeal the By-laws of the
- adopted by the Board of Directors and presented to a quorum of members for their vote. Amendments to this Restated Certificate of Incorporation may be proposed by a resolution Corporation Law of the State of Delaware, as amended from time to time. officer of the corporation to the fullest extent permitted by Section 145 of the General derived an unproper personal benefit. The corporation shall indemnify each director and the Delaware General Corporation Law, or (iv) for any transaction from which the director which involve intentional misconduct or a knowing violation of law (iii) under Section 174 of duty of loyalty to the corporation or its members, (ii) for acts or omissions not in good faith or fiduciary duty as a director, except that he may be liable (i) for any breach of the director's No director of the corporation shall be personally liable for monetary damages for breach of
- Amendments may be adopted by a vote of at least two-thirds of a quorum of member of the

NBLA Restated Anicles of Incorporation

Rostation

FIFTH: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware, at which meeting the stockholders unanimously voted in favor of the Restated Certificate of Incorporation, which was duly adopted in accordance with Section 245 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed and the fratements made necession are true under the penalties of perjury, this 28 day of December 2006.

Fores E. Shalding, Treatdent and Director (

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Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"NATIONAL BETTER LIVING ASSOCIATION", A DELAWARE CORPORATION,

WITH AND INTO "NATIONAL BETTER LIVING ASSOCIATION, INC."

UNDER THE NAME OF "NATIONAL BETTER LIVING ASSOCIATION, INC.", A

CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE

OF GEORGIA, AS RECEIVED AND FILED IN THIS OFFICE THE FIFTEENTH

DAY OF AUGUST, A.D. 2007, AT 11:30 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

M STANKE

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070925869

Warret Smith Windson

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6030700

DATE: 09-26-07

State of Delaware Secretary of State Division of Corporations Delivered 11:30 AM 08/15/2007 FILED 11:30 AM 08/15/2007 SRV 070925869 - 2461349 FILE

STATE OF DELAWARE CERTIFICATE OF MERGER OF DOMESTIC NON-STOCK CORPORATION INTO A FOREIGN NON-PROFIT CORPORATION

Pursuant to Title 8, Section 256 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is National Better Living Association, Inc., a Georgia non-profit corporation, and the name of the corporation being merged into this Surviving Corporation is National Better Living Association, Inc., a Delaware non-stock corporation.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8, Section 256 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation is National Better Living Association, Inc., a Georgia non-profit corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The merger is to become effective Upon Filing,

SIXTH: The Agreement of Merger is on file at 6370 E. Johns Crossing, Suite 170, Duluth GA 30071, the office of the surviving corporation.

SEVENTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any member, if any, of the constituent corporations.

By:

Seorge Spalding - Authorized Officer

Name:

Driet of Tues

^

Title:

Resident

ARTICLES OF MERGER OF THE NATIONAL BETTER LIVING ASSOCIATION A DELAWARE NON-STOCK CORPORATION

AND

THE NATIONAL BETTER LIVING ASSOCIATION, INC. A GEORGIA NON-PROFIT CORPORATION

Article I

The Agreement and Plan of Merger attached to these Articles as £:xhibit "A" and incorporated by this reference, was unanimously approved by both the founding members and Board of Directors of THE NATIONAL BETTER LIVING ASSOCIATION, (the "Company"), a Delaware non-stock corporation and the Board of Directors of THE NATIONAL BETTER LIVING ASSOCIATION, INC., a Georgia non-profit corporation (the "Corporation").

Article II

The name of the surviving corporation is **THE NATIONAL BETTER LIVING ASSOCIATION**, **INC.**, a Georgia non-profit corporation.

Article III

The Agreement and Plan of Merger required approval by the founding members of the Company. The Agreement and Plan of Merger was unanimously approved by the founding members of the Company.

Article IV

The Corporation has no members so only the Board of Directors of the Corporation had to approve the Agreement and Plan of Merger.

Article V

Pursuant to the Agreement and Plan of Merger, the merger of the Company and the Corporation shall be effective on the _____ day of July, 2007.

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This Agreement of Merger and Plan of Reorganization (the "Agreement") is made and entered as of July 17, 2007 by and between **THE NATIONAL BETTER LIVING ASSOCIATION**, a Delaware non-stock corporation (hereinafter called "National") and **THE NATIONAL BETTER LIVING ASSOCIATION**, **INC.**, a Georgia non-profit corporation (hereinafter called "National-Georgia").

WHEREAS:

- 1. The Boards of Directors of National and National-Georgia have resolved that National and National-Georgia be merged pursuant to the Georgia Non-Profit Corporation Code (as amended) and the Delaware General Corporation Law: Section 256 into a single corporation existing under the laws of the State of Georgia, to wit, National-Georgia, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code;
- 2. The respective Boards of Directors of National and National-Georgia have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;
- NOW, THEREFORE, in consideration of the premises and the mutual agreements, previsions, and covenants herein contained, the parties hereto hereby agree in accordance with the Georgia Non-Profit Corporation Code and the Delaware General Corporation Law: Section 256 that National shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Georgia, to wit, National-Georgia, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

Members/Directors Meetings; Filings; Effects of Merger

- 1.1 <u>Members/Directors Meeting</u>. National shall call a meeting of its Founding Members and Board of Directors to be held in accordance with the Delaware General Corporation Law: Sections 215 and 141 at the earliest practicable date, upon due notice thereof to its Founding Members and Board of Directors to consider and vote upon, among other matters, adoption of this Agreement.
- 1.2 <u>Action by Sole Director of National-Georgia.</u> On or before the Effective Date, the Board of Directors of National-Georgia shall adopt this Agreement in accordance with the Georgia Non-Profit Corporation Code.
- Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by the Founding Members and Board of Directors of National in accordance with the Delaware General Corporation Law Statutes, (b) this Agreement has been adopted by the Board of Directors of National-Georgia in accordance with the Georgia Non-Profit Corporation Code, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed and recorded in accordance with the Georgia Non-Profit Corporation Code and a Certificate of Merger shall be filed in accordance with the Delaware General Corporation Law: Section 251. Such filings shall be made on the same day. The Merger shall become effective at 9:00 A.M. on the day of such filing in Georgia which date and time are herein referred to as the "Effective Date."

1.4 Certain Effects of Merger. On the Effective Date, the separate existence of National shall cease, and National shall be merged into National-Georgia which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of National; and all and singular, the rights, privileges, powers, and franchises of National, and all property, real, personal, and mixed, and all debts due to National on whatever account, as well for all other things in action or belonging to National, shall be vested in the National-Georgia; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the National-Georgia as they were of National, and the title to any real estate vested by our d or otherwise, under the laws of Georgia or Delaware or any other jurisdiction, in National, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of National shall be preserved unimpaired, and all debts, liabilities, and duties of National shall thenceforth attach to the National-Georgia and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of National or the corresponding officers of the National-Georgia, may, in the name of National, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the National-Georgia may deem necessary or desirable in order to vest, perfect, or confirm in the National-Georgia title to and possession of all National's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

Name of Surviving Corporation; Certificate of Incorporation; By-Laws

- 2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be **THE NATIONAL BETTER LIVING ASSOCIATION, INC.**
- 2.2 <u>Articles of Incorporation.</u> The Articles of Incorporation of National-Georgia as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.
- 2.3 <u>By-Laws</u>. The By-Laws of National-Georgia, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

3. Status of Members.

All members, if any, of National shall become as of the Effective Date, members of the Surviving Corporation as such members are defined in the Articles of Incorporation and By-Laws of Surviving Corporation.

4. Miscellaneous

- 4.1. This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, if the Board of Directors of National or of the National-Georgia duly adopt a resolution abandoning this Agreement of Merger.
- 4.2. For the convenience of the parties hereto and to facilitate the filing of this Agreement, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by National and National-Georgia all on the date first above written.

ATTEST:

The National Better Living Association A Delaware Non-Stock Corporation

By:

President

The National Better Living Association, Inc. A Georgia, Non-Profit Corporation

By:

President

Last Insertion: 09/10/07

Ad #: 882076

Account #: 125797

NOTICE OF MERGER Notice is given that Articles of merger which will effect a merger by and between The National Better Living Association, Inc., a Georgia Corporation, and National Better Living Association, Inc., a Delaware Corporation has been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code, The name of the surviving corporation in the merger is The National Better Living Association, Inc., a corporation incorporated in the State of Georgia. The registered office of such corporation is located at 3414 Peachtree Road, Suite 1600, Atlanta, Fulton County, Georgia and its registered agent at such address is David S. Cooper. #882076:9/4-2pdg

Last Insertion: 09/10/07 Ad #: 882076 Customer #: 125797

BAKER DONELSON BEARMAN CALDWELL & SUITE 1600, MONARCH PLAZA 3414 PEACHTREE RD., NE ATLANTA, GA 30326

PUBLISHER 'S AFFIDAVIT

STATE OF GEORGIA COUNTY OF FULTON Re: 882076

Before me, the undersigned, a Notary Public, this day personally came Julia Kelly who, being duly sworn, according to law, says she is an agent of the American Lawyer Media, L.P. publishers of the Daily Report, the official newspaper published in Atlanta, Ga, in said county and state, and that the publication, of which the annexed is a true copy, was published in said newspaper as provided by law on the following dates:

09/04/2007, 09/10/2007

in a Kelly (Agent)

Kaweemah Mosley (Notary Public)

Subscribed and sworn to before me this 11th of September, 2007.

Sand FB Comming

Date Filed: 08/15/2007 12:30 PM Karen C Handel Secretary of State

ARTICLES OF MERGER OF THE NATIONAL BETTER LIVING ASSOCIATION A DELAWARE NON-STOCK CORPORATION AND

THE NATIONAL BETTER LIVING ASSOCIATION, INC. A GEORGIA NON-PROFIT CORPORATION

Article I

The Agreement and Plan of Merger attached to these Articles as Exhibit "A" and incorporated by this reference, was unanimously approved by both the founding members and Board of Directors of THE NATIONAL BETTER LIVING ASSOCIATION, (the "Company"), a Delaware non-stock corporation and the Board of Directors of THE NATIONAL BETTER LIVING ASSOCIATION, INC., a Georgia non-profit corporation (the "Corporation").

Article II

The name of the surviving corporation is THE NATIONAL BETTER LIVING ASSOCIATION, INC., a Georgia non-profit corporation.

Article III

The Agreement and Plan of Merger required approval by the founding members of the Company. The Agreement and Plan of Merger was unanimously approved by the founding members of the Company.

Article IV

The Corporation has no members so only the Board of Directors of the Corporation had to approve the Agreement and Plan of Merger.

Article V

Pursuant to the Agreement and Plan of Merger, the merger of the Company and the Corporation shall be effective on the 27 day of July, 2007.

THE NATIONAL BETTER LIVING ASSOCIATION a Delaware non-stock corporation ATTEST: By: By: George Spalding, THE NATIONAL BETTER LIVING ASSOCIATION, INC., a Georgia non-profit corporation ATTEST: DIVISION by: George Spalding, Rresident Timothy Siewert :Ь ORPORATE SEAL State of Georgia Merger 4 Page(s) STATS HO YRATES

C64140

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "NATIONAL BETTER LIVING ASSOCIATION", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2006, AT 4:50 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

2**46**13**49** 8100 0**6**11970**9**2



Darnet Smile Henden

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5323435

DATE: 01-03-07

STATE OF DELAWARE SECRETARY OF STATE DIVISION OF CORPORATIONS FILED 09:00 AM 06/11/2002 020374141 - 2461349

CERTIFICATE OF AMENDMENT

()F

CERTIFICATE OF INCORPORATION

OF

CCC PLUS ASSOCIATION

The undersigned corporation, in order to amend its Certificate of Incorporation, hereby certifies as follows:

FIRST: The name of the corporation is:

CCC PLUS ASSOCIATION

SECOND: The corporation hereby amends its Certificate of Incorporation as follows:

Paragraph FIRST of the Certificate of Incorporation, relating to the name of the corporation, is hereby amended to read as follows:

"FIRST: The name of the corporation is:

NATIONAL BETTER LIVING ASSOCIATION"

THIRD: The amendment effected herein was authorized by the consent in writing, setting forth the action so taken, unanimously signed by the holders of all the outstanding shares entitled to vote thereon pursuant to Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, I hereunto sign my name this tenth day of June, 2002.

S/GEORGE SPALDING
George Spalding

STATE OF DELAWARE SECRETARY OF STATE DIVISION OF CORPORATIONS FILED 09:00 AM 08/29/2001 010430492 - 2461349

CERTIFICATE FOR RENEWAL AND REVIVAL OF CHARTER OF

CCC PLUS ASSOCIATION

CCC PLUS ASSOCIATION, a corporation organized under the laws of Delaware, the certificate of incorporation of which was filed in the office of the Secretary of State on December 15, 1994, and recorded in the office of the Recorder of Deeds for Kent County, the charter of which was voided for non-payment of taxes, now desires to procure a restoration, renewal and revival of its charter, and hereby certifies as follows:

- 1. The name of the corporation is: CCC PLUS ASSOCIATION
- 2. Its registered office in the State of Delaware is located at United Corporate Services, Inc., 15 East North Street, in the City of Dover, County of Kent, State of Delaware 19901. The name of its registered agent at that address is United Corporate Services. Inc.
- 3. The date when the restoration, renewal, and revival of the charter of this company is to commence is the twenty-ninth day of February, 1996, same being prior to the date of the expiration of the charter. This renewal and revival of the charter of this corporation is to be perpetual.
- 4. This corporation was duly organized and carried on the business authorized by its charter until the first day of March, 1996, at which time its charter became inoperative and void for non-payment of taxes and this certificate for renewal and revival is filed by authority of the duly elected directors of the corporation in accordance with the laws of the State of Delaware.

IN TESTIMONY WHEREOF, and in compliance with the provision of Section 312 of the General Corporation Law of the State of Delaware, as amended, providing for the renewal, extension and restoration of charter, George Spanding the last acting President of CCC PLUS ASSOCIATION, has hereunto set his hand to this certificate this twenty-third day of August, 2001.

George Spanlding, Prosident

STATE OF DELAMARE SECRETARY OF STATE DIVISION OF CORPORATIONS FILED 09:00 AM 12/15/1994 944245763 - 2461349

CERTIFICATE OF INCORPORATION

OF

CCC PLUS ASSOCIATION

The undersigned, being of legal age, in order to form a corporation under and pursuant to the laws of the State of Delaware, do hereby set forth as follows:

FIRST: The name of the corporation is CCC PLUS ASSOCIATION

SECOND: The address of the initial registered and principal office of this corporation in this state is c/o United Corporate Services, Inc., 15

East North Street, in the City of Dover, County of Kent, State of Delaware
19901 and the name of the registered agent at said address is United Corporate
Services, Inc.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the corporation laws of the State of Delaware.

FOURTH: The corporation shall be authorized to issue the following shares:

Class Number of Shares Par Value \$.01

COMMON 3,000 \$.0

FIFTH: The name and address of the incorporator are as follows:

NAME ADDRESS

Ray A. Barr 10 Bank Street
White Plains, New York 10606

SIXTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the corporation, and for further definition, limitation and regulation of the powers of the corporation and of its directors and stockholders:

- (1) The number of directors of the corporation shall be such as from time to time shall be fixed by, or in the manner provided in the by-laws. Election of directors need not be by ballot unless the by-laws so provide.
- (2) The Board of Directors shall have power without the assent or vote of the stockholders:
 - (a) To make, alter, amend, change, add to or repeal the By-Laws of the corporation; to fix and vary the amount to be reserved for any proper purpose; to authorize and cause to be executed mortgages and liens upon all or any part of the property of the corporation; to determine the use and disposition of any surplus or net profits; and to fix the times for the declaration and payment of dividends.
 - (b) To determine from time to time whether, and to what times and places, and under what conditions the accounts and books of the corporation (other than the stock ledger) or any of them, shall be open to the inspection of the stockholders.
- (3) The directors in their discretion may submit any contract or act for approval or ratification at any annual meeting of the stockholders or at any meeting of the stockholders called for the purpose of considering any such act or contract, and any contract or act that shall be approved or be ratified by the vote of the holders of a majority of the stock of the corporation which is represented in person or by proxy at such meeting and entitled to vote thereat (provided that a lawful quorum of stockholders be there represented in person or by proxy) shall be as valid and as binding upon the corporation and upon all the stockholders as though it had been approved or ratified by every stockholder of the corporation, whether or not the contract or act would otherwise be open to legal attack because of directors' interest, or for any other reason.
- (4) In addition to the powers and authorities hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the corporation; subject, nevertheless, to the provisions of the statutes of Delaware, of this certificate, and to any by-laws from time to time made by the stockholders; provided, any by-laws from time to time made by the stockholders; provided, however, that no by-laws so made shall invalidate any prior act of the directors which would have been valid if such by-law had not been made.

its stockholders for monetary damages for breach of fiduciary duty as a director, except with respect to (1) a breach of the director's duty of loyalty to the corporation or its stockholders, (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) liability under Section 174 of the Delaware General Corporation Law or (4) a transaction from which the director derived an improper personal benefit, it being the intention of the foregoing provision to eliminate the liability of the corporation's directors to the corporation or its stockholders to the fullest extent permitted by Section 102(b) (7) of the Delaware General Corporation Law, as amended from time to time. The corporation shall indemnify to the fullest extent permitted by Sections 102(b) (7) and 145 of the Delaware General Corporation Law, as amended from time to time, each person that such Sections grant the corporation the power to indemnify.

EIGHTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware, may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths (3/4) in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

NINTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

IN WITNESS WHEREOF, the undersigned hereby executes this document and affirms that the facts set forth herein are true under the penalties of perjury this fourteenth day of December, 1994.

Ray A. Barr, Incorporator

AMENDED AND RESTATED BYLAWS OF THE NATIONAL BETTER LIVING ASSOCIATION, INC. A Georgia Nonprofit Corporation

ARTICLE I Name

The name of the corporation is The National Better Living Association, Inc. (the "Corporation").

ARTICLE II Offices

The principal office of the Corporation in the State of Georgia shall be located at 6470 East Johns Crossing, Suite 170, Duluth, Gwinnett County, Georgia, 30097, or at such other place as shall be lawfully designated by the board of directors (the "Board"). The Corporation may have such other offices, either within or without the State of Georgia, as the Board may designate or as the affairs of the Corporation may require from time to time.

ARTICLE III Purposes

The purposes of the Corporation shall be as provided in the Articles of Incorporation. The purposes of the Corporation may be carried out through any and all lawful activities, including others not specifically stated in the Articles of Incorporation but incidental to the stated purposes.

ARTICLE IV Members

- 4.1. <u>Classes of Members</u>. The Corporation shall have two (2) classes of members ("Members"), as follows:
- (a) Regular Member: any person so designated by the Board may be a Regular Member. Without limiting the generality of the foregoing, each of the following persons shall be a Regular Member: Timothy Patrick Siewert, Michael Christopher Siewert, George Spalding, David John Siewert, and Susan Spalding.
- (b) Associate Member: any person who is a member of a group classified by the Board as eligible for membership may be an Associate Member.

Members shall be entitled to such rights, privileges, and benefits as may be determined by the Board from time to time. Except as otherwise required by applicable law, Members shall have the right to elect directors but shall not have the right to vote on any other matter affecting the Corporation.

- 4.2. <u>Terms and Conditions of Membership</u>. Except as otherwise provided in these Bylaws, the Board shall have authority to set the terms and conditions of membership in the Corporation, including without limitation eligibility for membership, length of membership, enrollment fees, periodic dues, termination of membership, and any other matters with respect to Members.
- 4.3. <u>Dues</u>. All Members shall pay dues in the amounts determined by the Board from time to time.

ARTICLE V Meetings of Members

- 5.1. <u>Annual Meeting</u>. The annual meeting of the Members shall be held on or before the fifteenth (15) day of the sixth month of each fiscal year of the Corporation, or at such other time as may be determined by the Board, for the purpose of electing directors. If the day fixed for the annual meeting is a legal holiday in the State in which the meeting is to be held, the meeting shall be held on the next succeeding business day.
- 5.2. <u>Special Meetings</u>. Special meetings of Members for any purpose, unless otherwise proscribed by statute, may be called by the Chief Executive Officer or the Board.
- 5.3. <u>Place of Meeting</u>. The Board may designate any place, either within or without the State of Georgia, as the place for any annual or special meeting. In the absence of any designation, all meetings shall be held at the principal office of the Corporation in the State of Georgia.
- 5.4. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting or a meeting that is required by statute to be held for any special purpose or any annual meeting at which special action is to be taken, the purpose for which the meeting is called or the special action that is proposed to be taken, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Chief Executive Officer, the Secretary, or the persons calling the meeting, to each Member of record entitled to vote at the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears in the records of the Corporation, with postage prepaid. If given personally, the notice shall be deemed to have been delivered when handed to the Member or left at his or her place of business or residence.
- 5.5. Quorum. Except as otherwise provided by law, the holders of ten percent (10%) of the votes entitled to be cast shall constitute a quorum at a meeting of Members. If the holders of less than ten percent (10%) of the votes entitled to be cast are present at a meeting, persons holding a majority of the votes present may adjourn the meeting from time to time without further notice. At an adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

- 5.6. <u>Voting</u>. Each Regular Member shall be entitled to one thousand (1,000) votes on each matter submitted to a vote at a meeting of Members. Each Associate Member shall be entitled to one (1) vote on each matter submitted to a vote at a meeting of Members. Unless otherwise required by the Articles of Incorporation, these Bylaws or applicable law, all questions submitted to the Members shall be decided the affirmative vote of holders of a majority of the votes entitled to be cast at a meeting at which a quorum is present.
- 5.7. <u>No Proxies or Action Without Meeting</u>. At all meetings of Members, a Member must be present in person in order to vote. No voting by proxy will be permitted, and no Member action may be taken by written consent or ballot without a meeting.

ARTICLE VI Board of Directors

- 6.1. <u>General Powers</u>. The business and affairs of the Corporation shall be managed by the Board.
- 6.2. Number, Election and Tenure of Directors. The Corporation shall have up to five (5) directors. Each principal officer (Chief Executive Officer, Secretary and Chief Financial Officer) shall be a director; the Associate Members, voting as a class, shall be entitled to elect one (1) director; and the Regular Members, voting as a class, shall be entitled to elect one (1) director. Each director of the Corporation shall serve for a one (1)-year term, or until his or her successor has been elected and qualified. Except as otherwise provided in Section 6.9, a successor director shall be elected by a majority of the Members entitled to vote for such director at the annual meeting of the Members.
- 6.3. <u>Annual and Regular Meetings</u>. An annual meeting of the Board shall be held, without notice other than these Bylaws, immediately after and at the same place as the annual meeting of Members; provided, however, that any annual meeting may be held at any other time or place specified in a notice given as provided below for special meetings, or in a consent and waiver of notice thereof signed by all directors. The Board may provide, by resolution, the time and place, either within or without the State of Georgia, for the holding of regular meetings without other notice than such resolution.
- 6.4. <u>Special Meetings</u>. Special meetings of the Board may be called by or at the request of the Chief Executive Officer or any two (2) directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Georgia, as the place for holding any special meeting of the Board.
- 6.5. Notice. Notice of any special meeting shall be given either by (a) written notice at least forty-eight (48) hours in advance of such meeting, delivered in person, by facsimile or by leaving such notice at the place of business or residence of each director, or by depositing such notice in the United States mail, postage prepaid, addressed to the director at his or her address as it appears on the records of the Corporation; or (b) verbally in person or by telephone at least twenty-four (24) hours in advance of such meeting. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

- 6.6. Quorum. A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. If a quorum is present when the meeting is convened, the directors present may continue to do business, taking action by a vote of a majority of a quorum as fixed above, until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum or the refusal of any director present to vote.
- 6.7. <u>Manner of Acting</u>. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by statute, the Articles of Incorporation or these Bylaws.
- 6.8. Action Without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by that number of directors that would be necessary to take such action at a meeting and included in the minutes filed with the corporate records. Such action shall be effective when the last director signs the consent, unless the consent specifies a different effective date.
- 6.9. <u>Vacancies</u>. Any vacancy occurring in the Board shall be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum. Any director elected to fill a vacancy shall serve until the next annual meeting of the Members. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at the next annual meeting of the Members or, if there are no Members, at a meeting of directors called for that purpose.
- 6.10. <u>Compensation</u>. Directors shall not receive any stated compensation for their services as such, but by resolution of the Board a fixed sum and expenses of attendance, if any, may be allowed for attendance at any annual, regular or special meeting. Nothing in this Section shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.
- 6.11. <u>Presumption of Assent</u>. A director of the Corporation who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless he or she files a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or forwards such dissent by registered or certified mail or personal delivery to the Secretary of the Corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a director who voted in favor of such action.
- 6.12. <u>Resignation</u>. Any director of the Corporation may resign at any time either by oral tender of resignation at any meeting of the Board or by giving written notice to the Secretary of the Corporation. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

- 6.13. <u>Removal of Directors</u>. Any director may be removed from office for any reason whatsoever upon the affirmative vote of a majority of the members of the Board.
- 6.14. <u>Participation in Meetings by Conference Telephone</u>. Members of the Board or any committee designated thereby may participate in a meeting of the Board or committee by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at such meeting.
- 6.15. <u>Committees</u>. The Board, by resolution adopted by a majority of the entire Board, may designate one or more committees, each consisting of two (2) or more persons, who may or may not be directors, and may delegate to any such committee all authority of the Board that the directors may legally delegate. Each committee, and each member of any committee, shall serve at the pleasure of the Board. The designation of any such committee and the delegation thereto of authority shall not relieve any director of any responsibility imposed by law or these Bylaws. To the extent applicable, the provisions of these Bylaws relating to the conduct of meetings of the Board also shall govern meetings of committees.

ARTICLE VII Officers

- 7.1. <u>Principal and Other Officers</u>. The principal officers of the Corporation shall be elected by the Board and shall include a Chief Executive Officer, a Secretary and a Chief Financial Officer. The Board, in its discretion, also may elect such other officers as it deems necessary. Any number of offices may be held by the same person.
- 7.2. Election of Officers; Term of Office. The officers of the Corporation shall be elected by the Board at each annual meeting of the Board. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his or her successor has been duly elected and qualified or until his or her death, resignation or removal in the manner provided below. If the Board fails to fill any office at the annual meeting, any vacancy in any office occurs or any office is newly created, such office may be filled at any regular or special meeting of the Board.
- 7.3. <u>Delegation of Duties of Officers</u>. The Board may delegate the duties and powers of any officer of the Corporation to any other officer or to any director for a specified period of time for any reason that the Board may deem sufficient.
- 7.4. Removal of Officers or Agents. Any officer or agent of the Corporation may be removed by the Board whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of any officer or agent shall not of itself create contract rights.
- 7.5. <u>Resignation</u>. Any officer may resign at any time by giving written notice of resignation to the Board, the Chief Executive Officer or the Secretary of the Corporation. Any such resignation shall take effect upon receipt of such notice or at any later time specified

therein. Unless otherwise specified in the notice, the acceptance of a resignation shall not be necessary to make the resignation effective.

- 7.6. <u>Vacancies</u>. A vacancy in any office, whether due to death, resignation, removal, disqualification or otherwise, may be filled by the Board or any committee or officer to whom authority has been delegated by these Bylaws or by resolution of the Board.
- 7.7. Chief Executive Officer. The Chief Executive Officer shall preside at all meetings of the Board at which he or she is present. The Chief Executive Officer shall be the chief executive officer of the Corporation and, subject to the control of the Board, shall have general supervision over the business and affairs of the Corporation. The Chief Executive Officer shall have all powers and duties usually incident to the office of chief executive officer or president, except as specifically limited by resolution of the Board. The Chief Executive Officer shall have such other powers and perform such other duties as may be assigned from time to time by the Board.
- 7.8. Secretary. The Secretary shall act as secretary of all meetings of the Board at which he or she is present, shall record all the proceedings of all such meetings in a book to be kept for that purpose and shall have supervision over the care and custody of the records and seal of the Corporation. The Secretary shall be empowered to affix the corporate seal to documents, the execution of which on behalf of the Corporation under its seal is duly authorized, and when so affixed may attest the same. The Secretary shall have all powers and duties usually incident to the office of secretary, except as specifically limited by a resolution of the Board. The Secretary shall have such other powers and perform such other duties as may be assigned from time to time by the Board or the Chief Executive Officer.
- 7.9. Chief Financial Officer. The Chief Financial Officer shall have general supervision over the care and custody of the funds and the receipts and disbursements of the Corporation and shall cause the funds of the Corporation to be deposited in the name of the Corporation in such banks or other depositories as the Board may designate. The Chief Financial Officer shall have supervision over the care and safekeeping of the securities of the Corporation. The Chief Financial Officer shall have all powers and duties usually incident to the office of chief financial officer or treasurer, except as specifically limited by a resolution of the Board. The Chief Financial Officer shall have such other powers and perform such other duties as may be assigned from time to time by the Board or the Chief Executive Officer.

ARTICLE VIII Contracts, Checks, Deposits and Funds

8.1. <u>Authorization</u>. The Board may authorize any officer or agent, in addition to the specific authorization given to the Chief Executive Officer and Secretary above, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or agent of the Corporation and in such manner as determined from time to time by resolution of the Board.

- 8.2. <u>Funds</u>. All funds of the Corporation not otherwise employed shall be deposited to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select, or as may be designated by any officer or agent of the Corporation to whom such power may be delegated by the Board.
- 8.3. <u>Acceptance of Gifts</u>. The Board, or any officer or agent of the Corporation to whom such authority may be delegated by the Board, may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.
- 8.4. <u>Bond</u>. At the direction of the directors, any officer or employee of the Corporation shall be bonded. The expense of furnishing any such bond shall be paid by the Corporation.

ARTICLE IX

Liability and Indemnification of Directors and Officers

- 9.1. <u>Limited Liability of Directors</u>. The liability of the directors of the Corporation shall be limited in accordance with the provisions of Section 14-3-830 of the Georgia Nonprofit Corporation Code and the Articles of Incorporation.
- 9.2. <u>Indemnification</u>. To the full extent permitted by applicable law and the Articles of Incorporation, the Corporation shall indemnify any person (and the heirs, executors and administrators of such person) who, by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, was or is a party or is threatened to be made a party to:
- (a) any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals (other than an action by or in the right of the Corporation), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such claim, action, suit or proceeding; or
- (b) any threatened, pending or completed claim, action or suit by or in the right of the Corporation to procure a judgment in its favor, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit.

Any such indemnification by the Corporation shall be made in the manner and to the extent authorized by applicable law and the Articles of Incorporation.

9.3. <u>Success on Merits or Otherwise</u>. To the extent that a person who is or was a director, officer, employee or agent of the Corporation, or of any other corporation, partnership, joint venture, trust or other enterprise with which he or she is or was serving in such capacity at the request of the Corporation, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article or in defense of any claim, issue or matter

therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

- 9.4. <u>Applicable Standard</u>. Any indemnification under this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he or she has met the applicable standard of conduct. Such determination shall be made: (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or (b) if such a quorum is not obtainable, or even if obtainable but a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.
- 9.5. <u>Non-Exclusivity of Article</u>. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which a director or officer seeking indemnification may be entitled under the Articles of Incorporation, these Bylaws, any statute, agreement, vote of members or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person.
- 9.6. <u>Insurance</u>. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against such liability under applicable.
- 9.7. <u>Definition</u>. For purposes of this Article, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.
- 9.8. <u>Intent</u>. The intent of this Article is to permit indemnification of directors and officers of the Corporation to the fullest extent permitted by the Georgia Nonprofit Corporation Code. If the Georgia Nonprofit Corporation Code or, to the extent applicable, the Georgia Business Corporation Code is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Georgia Nonprofit Corporation Code or Georgia Business Corporation Code, as appropriate.

9.9. <u>Severability</u>. The invalidity or unenforceability of any provision in this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

ARTICLE X Dissolution

Upon dissolution of the Corporation, the Board shall, after paying or making provision for payment of all of the liabilities and obligations of the Corporation, dispose of all of the remaining assets of the Corporation by distributing those assets pro rata to the Members in accordance with their relative voting percentages.

ARTICLE XI Amendment

These Bylaws may be amended or repealed, and new Bylaws may be adopted, by the affirmative vote of a majority of the members of the Board, in person or by proxy, at any regular or special meeting.

ARTICLE XII Books and Records

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and any committees.

ARTICLE XIII Fiscal Year

The fiscal year shall end on the last day of December in each year, or such other date as the Board may designate.

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HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

HM Life Insurance Company, certifies that you will be insured under the Group Policy Number issued to the Policyholder shown below during the time, in the manner, and for the amounts provided in the Group Policy.

President

Mike Sullin

POLICYHOLDER: National Better Living Association

GROUP POLICY NUMBER: *

POLICY EFFECTIVE DATE: December 1, 2011

CERTIFICATE EFFECTIVE DATE: December 1, 2011

STATE OF ISSUE: Georgia

A Group Policy has been issued to the Policyholder. Your coverage under that Group Policy is shown in this Certificate. If your coverage is changed by an amendment to the Group Policy, We will provide the Policyholder with a revised Certificate or other notice to be given to you.

PLEASE READ THIS CERTIFICATE CAREFULLY

ANY CERTIFICATE ISSUED IN ARKANSAS WILL BE GOVERNED BY THE STATE OF ARKANSAS

This Certificate of Insurance has a Table of Contents to help you find specific provisions. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Certificate Effective Date shown above, at the Policyholder's address. The laws of the State of Issue shown above govern this Certificate.

"You" and "your" refer to the Covered Employee. The "Company", we", "us", and "our" refer to **HM Life Insurance Company**. Other defined terms are printed with an initial capital letter.

• GROUP INDEMNITY MEDICAL INSURANCE CERITFICATE • NON-PARTICIPATING

THIS CERTIFICATE DESCRIBES THE GROUP INDEMNITY MEDICAL INSURANCE PROVIDED UNDER THE GROUP POLICY. THE GROUP POLICY DOES NOT PROVIDE MAJOR MEDICAL OR COMPREHENSIVE MEDICAL INSURANCE.

NOTICE THE LAWS OF THE STATE OF GEORGIA PROHIBIT INSURERS FROM UNFAIRLY DISCRIMINATING AGAINST ANY PERSON BASED UPON HIS OR HER STATUS AS A VICTIM OF FAMILY VIOLENCE.

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SCHEDULE OF BENEFITS

This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to the benefits provided by the Policy under this Certificate please read all the provisions carefully.

Eligible Persons: An Eligible Person is an individual who is a member of the National Better Living Association.

Eligibility Waiting Period: None

MEDICAL INDEMNITY BENEFITS

This Schedule of Benefits provides a brief outline of the Medical Indemnity Benefits provided by the Policy under this Certificate. Please read the Description of Benefits section for full details.

Covered Expense

Benefit Amount

In-Patient Hospital Services

Maximum Daily In-Hospital Benefit	\$250
Maximum Days per [Plan] Year	30

Additional Daily Benefit for the first day of Hospital confinement (limited to 1

admissions per Plan Year) \$250

Daily ICU, CCU, NICU or PICU Benefit \$500 Maximum Days per Plan Year` 30 *

Out-Patient Diagnostic Testing Benefit

Daily Out-Patient Tests \$50

Maximum Days per Plan Year
(limited to one test per day) 1

Physician Services

Surgery Benefit See Schedule of Surgical Procedures]

Maximum Procedures per Plan Year *

Anesthesia Benefit 20% of the Surgery Benefit payable for the

procedure performed

Office Visits

Maximum Benefit per Visit \$30

Maximum Number of Visits

per Plan year 3

Wellness Service Benefit

Benefit per Service \$50

HM905-LMC (10/10) 4 Platinum 250

^{*} Each day of confinement in an ICU, CCU, NICU, or PICU reduces the available In-Hospital Benefits days by one.

^{*} Exceptions apply – See Schedule of Excepted Procedures

1

Contributions

The entire cost of this insurance is paid by Covered Persons.

GENERAL DEFINITIONS

Please note that certain words used in this Certificate have specific meanings. Other than references to he, him, his, you, your, yours, we, us or our the words defined below and capitalized within the text of this Certificate have the meanings set forth below.

Ambulance Service means an entity which is licensed by the state, where required, which provides local air or land transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured. A Trip means transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured, for example:

- 1. from a Covered Person's home, the scene of an accident or medical emergency to a Hospital or skilled nursing facility; or
- 2. between Hospitals; or
- 3. between a Hospital and skilled nursing facility

Company or we, us or our means HM Life Insurance Company, domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

- 1. occurs while the Covered Employee is covered under this Certificate;
- 2. treatment must be rendered within 72 hours of such Covered Accident;
- 3. is not contributed to by disease, sickness, or mental or bodily infirmity; and
- 4. is not otherwise excluded under the terms of this Certificate.

Covered Member means an Eligible Person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by us and required premium has been paid when due and for whom coverage under this Certificate remains in force.

Covered Expenses means the benefits shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Medical Indemnity Benefits* section of this Certificate. Covered Expenses must be Incurred by a Covered Person for Treatment of a Covered Accident or a Covered Sickness.

Covered Person means a Covered Member, an eligible spouse and eligible dependent children who are covered under this Certificate.

Covered Sickness means a bodily disorder, disease, physical or mental condition, functional nervous disorder, pregnancy, or complication of pregnancy that:

1. is first manifested while the Covered Person is covered under this Certificate or is not subject to the Pre-Existing Condition Limitation; and

2. is not otherwise excluded under the terms of this Certificate.

A Covered Sickness includes congenital defects and birth abnormalities of a newborn child.

Eligible Dependent means the Covered Member's:

- 1. lawful spouse, unless such spouse is eligible for medical coverage as a Covered Employee under this Policy; and
- 2. unmarried natural or step child, unless such child is eligible for medical coverage as a Covered Employee under this Policy and who:
 - a. is less than 26 years old; or
 - b. becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for dependent children. The Company must receive proof of incapacity within 31 days after coverage would otherwise terminate. This insurance will continue for as long as the Covered Employee's insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age 26;
 - c. is adopted by or placed for adoption with, or is party in a suit for adoption by, the Covered Employee; or
 - d. is required to be provided coverage by the Insured or his spouse under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609[a]).

Eligible Person means an individual as defined in the Schedule of Benefits

He, him or his means an individual, male or female.

Hospital means an institution that meets all of the following:

- 1. it is licensed and accredited by the Joint Commission on Accreditation of Health Care Organizations as a Hospital pursuant to applicable law; it is primarily and continuously engaged in providing medical care and treatment to a sick and injured persons:
- 2. it is managed under the supervision of a staff of legally licensed physicians;
- 3. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 4. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
- 5. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

- 1. rehabilitation, convalescent or custodial care;
- 2. the aged; or
- 3. Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person Incurs an expense.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident or a Covered Sickness. Separate Hospital Stays due to the same Covered Accident or Covered Sickness will be treated as one Hospital Stay unless (a) separated by at least 90 days or (b) a Covered Employee returns to Active Service for 30 or more days between Hospital Stays.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day or twenty-four (24) continuous hours in a Hospital and incurred room and board charges. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case The term "Inpatient" shall mean a Covered Person is required to be confined for a period of at least a full day or twenty-four (24) continuous hours as determined by the Hospital.

Member means a member of the National Better Living Association

Out-Patient means a Covered Person who receives covered treatment, services and supplies while not an Inpatient in a Hospital.

Physician means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

- 1. employed or retained by the Policyholder; or
- 2. living in the Covered Person's household; or
- 3. a parent, sibling, spouse or child of the Covered Person.

Pre-Existing Condition means any injury sustained in an accident that occurred, or a sickness that first manifested itself before the Covered Person's effective date of coverage under this Policy and for which the Covered Person has not received any diagnosis, medical advice, care or treatment within the 6-month period immediately preceding His effective date of coverage.

A pregnancy that existed on a Covered Person's effective date will not be considered as a Pre-Existing Condition.

Benefits for Pre-Existing Conditions may be limited. Please read the *Description of Medical Indemnity Benefits* section for any applicable limitations.]

Policyholder means the entity shown on the cover page of this policy.

Treatment means care, services or supplies, provided by or at the direction of a Physician for a Covered Expense.

You or your mean the Covered Member.

ELIGIBILITY, EFFECTIVE DATE, TERMINATION AND CONTINUATION PROVISIONS

Certificate Effective Date

We agree to provide Medical Indemnity Insurance Benefits described in this Certificate in

consideration of your enrollment and payment of the contributions, if any, when due. Your coverage under this Certificate's begins on the date you are eligible.

Eligibility

A Member becomes eligible for insurance under the Policy on first of the month following the date he becomes Eligible Person. Dependents of an Eligible Person become eligible for any dependent insurance provided by this Certificate on the later of first of the month following the date the Member becomes eligible and first of the month following the date the spouse or dependent child meets the applicable definition shown in the *Definitions* section of this Policy.

No person may be eligible for insurance under the Policy as both a Member and a spouse or dependent child at the same time.

If both spouses are eligible as a Member, the dependent children may be covered under only one Member, but not both of them.

If both spouses meet the definition of an Eligible Person, as shown in the *Schedule of Benefits* and have:

- 1. No dependent children both may be insured as a Covered Member or one may elect to insure the other as an Eligible Dependent.
- 2. Dependent children, both may be insured as a Covered Member but only one may elect dependent coverage to insure dependent children.

A spouse that does not meet the definition of an Eligible Member or a dependent child may elect to be insured as an Eligible Dependent provided one spouse meets the definition of an Eligible Person as shown in the *Schedule of Benefits*.

You must enroll for your insurance and your Eligible Dependents insurance and agree to make any required contributions for that coverage when due. Your insurance and your Eligible Dependent's insurance will be effective on the first of the month following the date we receive a completed enrollment form and the required first contribution.

Insurance becomes effective for a newborn dependent child automatically from the moment of the child's live birth. Insurance for that dependent child will end automatically 31 days later unless the Member enrolls the child and pays the required initial premium with 31 days of the child's birth.

Effective Date of Changes

Any increase or decrease in the amount of insurance for a Covered Person resulting from a change in benefits provided by this Policy will take effect on first of the month following the date of such change. Increases will take effect subject to any Pre-Existing Condition limitation.

Termination of Insurance

Please read the *Continuation Provisions* section of this Certificate for information on continuation after eligibility for coverage would otherwise end.

The insurance on a Covered Person will end on the earliest date below:

1. first of the month following the date this Certificate or insurance for a Covered Class is terminated;

- 2. the next premium due date after first of the month following the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Certificate:
- 3. the last day of the last period for which contributions, if any, are paid;
- 4. the end of any period of continuation, as provided in the Continuation Provisions; and
- 5. with respect to an Eligible Dependent, first of the month following the date of the death of the Covered Employee or first of the month following the date of divorce from the Covered Employee[;]
- [6. the next premium due date after first of the month following the date the Covered Person attains age 70].

Termination will not affect a claim for Covered Expenses Incurred while coverage was in effect.

Continuation Provisions

Continuation may be available after the termination of this insurance. Please contact your employer for details.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to us within 31 days after a Covered Expense is Incurred or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to us at our Administrative Office. Notice should include the Policyholder's name and policy number and the Covered Person's name, address, and Policy Number.

Claim Forms

We will send claim forms for filing proof of loss when we receive notice of a claim. If such forms are not sent within 15 days after we receive notice, the proof requirements will be met by submitting, within the time fixed in this Certificate for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to us must be given to us at our Administrative Office within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which we are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to lack of legal capacity.

Time of Payment of Claims

We will pay benefits due under this Certificate for any loss immediately upon receipt of due written or authorized electronic proof of such loss.

Payment of Claims

All benefits will be paid in United States currency. All benefits payable under this Certificate, unless otherwise stated, will be payable to the Covered Person or to his estate.

Claim Administration

For plans subject to the Employee Retirement Income Security Act (ERISA), The plan administrator of the employer's employee welfare benefit plan (the plan) has selected us as the plan fiduciary under federal law for the review of claims for benefits provided by this Certificate and for deciding appeals of denied claims. In this role we shall have the authority, in our discretion, to interpret the terms of plan documents, to decide questions of eligibility for coverage or benefits under the plan, and to make any related findings of fact. All decisions made by us in this capacity shall be final and binding on participants and beneficiaries of the plan to the full extent permitted by state and federal law.

We will have no fiduciary responsibility with respect to the administration of the plan except as described above. It is understood that our sole liability to the plan and to participants and beneficiaries under the plan shall be for the payment of benefits provided under this Certificate.

We may contract with another entity to perform this function on our behalf.

Physical Examination and Autopsy

We, at our own expense, have the right and opportunity to examine the Covered Person when and as often as we may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Certificate less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Certificate. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods.

- 1. A request for lump sum payment of the overpaid amount.
- 2. A reduction of any amounts payable under this Certificate.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

GENERAL PROVISIONS

10 Day Right To Examine Certificate

If a Covered Person is not satisfied with the Certificate for any reason, it may be returned to Us within 10 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any Covered Person that wants to make an assignment of his insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Covered Person's insurance (including an assignment on a form furnished by us or by the Policyholder).

Incontestability

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the terms of the Policy, all statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his applicable representative shall be given a copy.

After two years from a Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Certificate are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

DESCRIPTION OF INDEMNITY MEDICAL BENEFITS

This Section describes the Medical Indemnity Benefits provided by this Certificate. Benefit amounts and any applicable benefit-specific maximums or limits are shown in the *Schedule of* Benefits. Please read these sections in order to understand all of the terms, conditions and limitations applicable to these benefits.

MEDICAL EXPENSE BENEFITS

We will pay the benefits amount shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for Treatment of an injury sustained in a Covered Accident or for Treatment of a Covered Sickness. All benefit amounts and any applicable maximums are shown in the *Schedule of Benefits*, and, unless otherwise specified, are payable on a per Covered Person basis. For other than Surgery, the amount we will pay is limited to the dollar amount shown in the Schedule of Benefits for the Covered Expense, The amount we will pay for any one Surgical Procedure is limited to the dollar amount shown in the *Schedule of Surgical Procedures*.

Covered Expenses:

In-Patient Hospital Services

If a Covered Person while insured is confined in a hospital as a result of a Covered Accident or a Covered Sickness, we will pay a benefit for each day of Confinement, up to the Maximum

Number of Days per Plan year, as shown in the *Schedule of Benefits*. No benefit will be paid for any day the Covered Person is not under the regular care and attendance of a Physician.

Benefits will be payable for a Covered Person while confined in an intensive care unit, coronary care unit, neonatal intensive care unit or pediatric intensive care unit up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits* for a Covered Accident or Covered Sickness. This benefit and the Daily In-Hospital Benefit together will be limited to the Maximum Number of Days as shown in the *Schedule of Benefits* for the Daily In-Hospital Benefit.

The Maximum Days shown in the *Schedule of Benefits* applies to the total of days of intensive, coronary, neonatal or pediatric intensive care and any other days of confinement per Plan year.

No benefit will be paid for any period the Covered Person is not confined to a Hospital as an inpatient during a Hospital Stay.

Outpatient Diagnostic Testing Services

We will pay a benefit for Outpatient Diagnostic Testing Services when laboratory tests or x-rays are performed for the purpose of diagnosis of a Covered Accident or Covered Sickness as indicated by symptoms that would suggest an Injury or Sickness has occurred, while the Covered Person is not confined in a Hospital. This benefit is limited to once per Testing Day, not to exceed the Maximum Number of Testing Days per Plan Year shown in the Schedule of Benefits.

Physician Services

Surgery – If a Covered Person undergoes a surgical procedure listed in the Schedule of Surgical Procedures as a result of a Covered Accident or Sickness, and surgery is performed in a Hospital while confined or on an outpatient basis, Ambulatory Surgical Center, or in the Physician's office, we will pay the benefit shown in the *Schedule of Surgical Procedures*.

A list of common procedures and the maximum amount for each is shown in the Schedule of Surgical Procedures.

If two or more procedures are performed through the same incision or operative site, the benefit paid will be for only the procedure that has the larger benefit. If more than one procedure is performed, but each through a separate incision or in a separate operative field, the amount payable will be the specified amount for the primary procedure plus 50% of the amount payable for all other surgical procedures performed.

With respect to a surgical procedure not listed in the *Schedule of Surgical Procedures*, we will pay an indemnity benefit amount consistent with similar procedures that are listed in the *Schedule of Surgical Procedures*.

Anesthesia – We will pay a percentage, as shown in the *Schedule of Benefits*, of the surgical benefit for anesthesia and its administration.

Office Visits – We will pay the Physician Office Visit Benefit, shown in the *Schedule of Benefits*, for a Physician office visit as a result of a Covered Sickness or Covered Accident, for services rendered in the Hospital Emergency Room for a Covered Sickness and a wellness / physical visit up to the Maximum Number of Office Visits per Plan Year shown in the *Schedule of Benefits*.

Wellness Service Benefit

We will pay Covered Expenses Incurred for Wellness Services rendered to a Covered Person, up to the maximum number of services shown in the *Schedule of Benefits*. Wellness services are limited to the following services: PAP Smear, PSA or immunization.

Limitation for Pre-Existing Conditions

We will not pay any benefits for treatment of a Covered Person's Pre-Existing Condition until he has been insured under this Policy for continuous period of 12 months.

Excluded Expenses

The following will not be Covered Expenses under this Indemnity Medical Benefit unless specifically provided elsewhere in this Certificate:

- 1. treatment that is solely for the purpose of rest care or custodial care and any associated transportation;
- 2. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complication thereof this exclusion does not apply to:
 - a. cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
 - b. reconstruction incidental to or following surgery resulting from a covered Accident or Sickness or from trauma, infection or other diseases of the involved part;
 - c. correction of a congenital defect or anomaly that results in a functional defect of a covered dependent child;
 - d. with respect to a mastectomy:
 - all stages of reconstruction of the breast on which the mastectomy has been performed:
 - ii. surgery and reconstruction of the other breast to produce a symmetrical appearance; and
 - iii. treatment of physical complications for all stages of the mastectomy, including lymphedema;
- 3. examinations needed for employment, obtaining insurance or travel;
- 4. voluntary abortion, unless:
 - a. the life of the mother would be endangered if the fetus were carried to term; or
 - b. medical complications have arisen from an abortion;
- 5. sex change procedures;
- 6. reversal of sterilizations;
- 7. diagnosis and treatment of infertility;
- 8. treatment of exogenous obesity, gastric bypass surgery or weight control unless Medically Necessary:
- 9. routine eye examinations or fitting of glasses or contact lenses;
- 10. hearing examinations or fitting of hearing aids;
- 11. dental examinations or dental care other than expenses resulting from a Covered Accident;
- 12. smoking cessation;

- 13. suicide or any attempt threat, while sane or insane, or any intentionally self-inflicted injury or Sickness, unless as a result of a medical condition or an act of domestic violence:
- participation in a riot, civil commotion, civil disobedience, insurrection or unlawful assembly, unless a loss that occurs while a Covered Person is acting in a lawful manner within the scope of authority;
- 15. committing, attempting to commit, or taking part in a felony or assault;
- 16. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, mountain climbing, spelunking or hang gliding;
- 17. air travel, except:
 - a. as a fare-paying passenger on a commercial airline on a regularly scheduled route
 - b. on a charter flight operated by a scheduled airline; or
 - c. as a passenger for transportation only and not as a pilot or crew member;
- 18. the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which a Covered Accident occurred;
- 19. any treatment for an accident or sickness resulting from the use of a controlled substance by a Covered Person that is not provided by or at the direction of a Physician;
- 20. an act of war, whether declared or undeclared, or while performing police duty as member of any military or naval organization. This exclusion includes a Covered Accident occurring or Sickness contracted while in the service of any military, naval or air force of any country engaged in war (the Company will refund the pro rata unearned premium for any such period the Covered Person is not covered);
- 21. an accident or sickness arising out of and in the course of any occupation for compensation, wage or profit or expenses which are payable under Workers' Compensation, Occupational Disease or similar law, whether or not application for such benefits has been made;
- 22. any treatment received or expenses incurred during a period of time that insurance for a Covered Person is not in force:
- 23. any treatment received or expenses incurred after this Policy has terminated;
- 24. any service, supply or treatment that is not provided by or at the direction of a Physician;
- 25. treatment of any accident or sickness outside the United States or Canada;
- 26. transportation except as provided for in Ambulance Services;
- 27. benefits for services or treatment rendered by any person who is:
 - a. employed or retained by the Policyholder;
 - b. living in the Covered Person's household;
 - c. a parent, sibling, spouse or child of a Covered Member or of his spouse; or
 - d. a Covered Person treating himself[; or]

[28. the treatment of:

- a. mental illness;
- b. functional or organic nervous disorder, regardless of cause;

- c. alcohol abuse;d. drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed].

SCHEDULE OF SURGICAL PROCEDURES

CPT-4 Codes	Description	Amount
10060	I&D of Abscess, Simple	\$7
10061	I&D of Abscess, Complex	\$16
19000	Puncture Aspiration of cyst of Breast	\$8
19120	Removal of Breast Lesion	\$46
19180	Mastectomy, Simple	\$77
19240	Removal of Breast	\$115
20550	Injection; Single Tendon Sheath or Ligament	\$6
20600	Drain/Inject Joint/Bursa	\$6
20605	Drain/Inject Joint/Bursa	\$6
22554	Neck Spine Fusion	\$250
23500	Closed tx, clavicle fracture	\$19
25560	Closted tx, radius fracture	\$36
27230	Closed tx, femur fracture.	\$55
27816	Closed tx, ankle fracture	\$39
28415	Closed tx, humerus fracture	\$122
29580	Application of Paste Boot	\$5
35301	Re-channeling of Artery	\$183
36415	Drawing blood	\$1
36489	Insertion of Catheter, Vein	\$16
36533	Insertion of Access Port	\$59
38562	Removal, Pelvic Lymph Nodes	\$122
38770	Remove Pelvis Lymph Nodes	\$148
38780	Remove Abdomen Lymph Nodes	\$244
44005	Freeing of Bowel Adhesion	\$99
44140	Partial Removal of Colon	\$142
44950	Appendectomy	\$122
44970	Laparoscopy surgical appendectomy	\$122
45378	Diagnostic Colonoscopy	\$42
45560	Repair of Rectocele	\$47
46255	Hemorrhoidectomy, internal and external	\$56
47600	Cholecystectomy	\$130
49000	Exploration of Abdomen	\$87

49320	Laparoscopy, diagnostic	\$62
49505	Repair Inguinal Hernia	\$71
49560	Repair Abdominal Hernia	\$86
50590	Lithotripsy, extracorporeal shock wave	\$166
51840	Bladder repair/vesical neck	\$120
52612	TURP	\$120
55810	Prostatectomy, perineal radical	\$206
57240	Repair Bladder & Vagina	\$68
57280	Suspension of Vagina	\$106
57282	Repair of Vaginal Prolapse	\$106
58150	Total Hysterectomy	\$125
58260	Vaginal Hysterectomy	\$121
58400	Suspension of Uterus	\$82
58600	Division of fallopian tube	\$58
58700	Removal of fallopian tube	\$126
58720	Removal of ovary/tube(s)	\$89
58740	Revise Fallopian Tube(s)	\$93
58750	Repair Oviduct	\$152
58770	Create New Tubal Opening	\$133
58925	Removal of ovarian cyst(s)	\$68
58940	Removal of ovary(s)	\$68
59121	Surgical Treatment of Ectopic pregnancy w/o salpingectomy	\$95
59150	Treat Ectopic Pregnancy	\$95
59400	Obstetrical Care Obstetrical Care; Vaginal Delivery Only – w/o Postpartum	\$124
59409	Care	\$65
59410	Obstetrical Care; Vaginal Delivery – with Postpartum Care	\$122
59510	Cesarean delivery	\$153
59851	Abortion	\$72
61154	Pierce Skull, Remove Clot	\$197
61312	Open Skull for Drainage	\$250
62284	Injection for Myelogram	\$32
63030	Low Back Disk Surgery	\$224
63035	Added Spinal Disk Surgery	\$73
63047	Removal of Spinal Lamina	\$250
63048	Removal of Spinal Lamina	\$88
63075	Neck Spine Disk Surgery	\$231
64721	Carpal Tunnel Surgery	\$72

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65855	Laser Surgery of Eye	\$69
66170	Glaucoma Surgery	\$93
66761	Revision of Iris	\$55
66984	Remove Cataract, Insert Lens	\$133
67210	Treatment of Retinal Lesion	\$71
67820	Revise Eyelashes	\$7
67840	Remove Eyelid Lesion	\$18
68761	Close Tear Duct Opening	\$11

HM905-LMC (10/10) 17 Platinum 250

HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

HM Life Insurance Company, certifies that you will be insured under the Group Policy Number issued to the Policyholder shown below during the time, in the manner, and for the amounts provided in the Group Policy.

President

Mike Sullin

POLICYHOLDER: National Better Living Association

GROUP POLICY NUMBER: *

POLICY EFFECTIVE DATE: December 1, 2011

CERTIFICATE EFFECTIVE DATE: December 1, 2011

STATE OF ISSUE: Georgia

A Group Policy has been issued to the Policyholder. Your coverage under that Group Policy is shown in this Certificate. If your coverage is changed by an amendment to the Group Policy, We will provide the Policyholder with a revised Certificate or other notice to be given to you.

PLEASE READ THIS CERTIFICATE CAREFULLY

ANY CERTIFICATE ISSUED IN ARKANSAS WILL BE GOVERNED BY THE STATE OF ARKANSAS

This Certificate of Insurance has a Table of Contents to help you find specific provisions. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Certificate Effective Date shown above, at the Policyholder's address. The laws of the State of Issue shown above govern this Certificate.

"You" and "your" refer to the Covered Employee. The "Company", we", "us", and "our" refer to **HM Life Insurance Company**. Other defined terms are printed with an initial capital letter.

• GROUP INDEMNITY MEDICAL INSURANCE CERITFICATE • NON-PARTICIPATING

THIS CERTIFICATE DESCRIBES THE GROUP INDEMNITY MEDICAL INSURANCE PROVIDED UNDER THE GROUP POLICY. THE GROUP POLICY DOES NOT PROVIDE MAJOR MEDICAL OR COMPREHENSIVE MEDICAL INSURANCE.

NOTICE THE LAWS OF THE STATE OF GEORGIA PROHIBIT INSURERS FROM UNFAIRLY DISCRIMINATING AGAINST ANY PERSON BASED UPON HIS OR HER STATUS AS A VICTIM OF FAMILY VIOLENCE.

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SCHEDULE OF BENEFITS

This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to the benefits provided by the Policy under this Certificate please read all the provisions carefully.

Eligible Persons: An Eligible Person is an individual who is a member of the National Better Living Association.

Eligibility Waiting Period: None

MEDICAL INDEMNITY BENEFITS

This *Schedule of Benefits* provides a brief outline of the Medical Indemnity Benefits provided by the Policy under this Certificate. Please read the *Description of Benefits* section for full details.

Covered Expense

Benefit Amount

In-Patient Hospital Services

Maximum Daily In-Hospital Benefit	\$300
Maximum Days per [Plan] Year	30

Additional Daily Benefit for the first day of Hospital confinement (limited to 1

admissions per Plan Year) \$300

Daily ICU, CCU, NICU or PICU Benefit \$600 Maximum Days per Plan Year` 30 *

Out-Patient Diagnostic Testing Benefit

Daily Out-Patient Tests \$50 Maximum Days per Plan Year (limited to one test per day) 1

Hospital Emergency Room Benefit

Benefit Amount per Visit \$100 Maximum Visits per Plan Year 2

Physician Services

Surgery Benefit See Schedule of Surgical Procedures]

Maximum Procedures
per Plan Year *

Anesthesia Benefit 20% of the Surgery Benefit payable for the

procedure performed

Office Visits

Maximum Benefit per Visit \$80

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^{*} Each day of confinement in an ICU, CCU, NICU, or PICU reduces the available In-Hospital Benefits days by one.

^{*} Exceptions apply – See Schedule of Excepted Procedures

Maximum Number of Visits

per Plan year 3

Ambulance Service

Benefit per Trip \$100

Maximum Number of Trips

per Plan year 3

Wellness Service Benefit

Benefit per Service \$50

Maximum Services per Plan Year

ContributionsThe entire cost of this insurance is paid by

Covered Persons.

GENERAL DEFINITIONS

Please note that certain words used in this Certificate have specific meanings. Other than references to he, him, his, you, your, yours, we, us or our the words defined below and capitalized within the text of this Certificate have the meanings set forth below.

Ambulance Service means an entity which is licensed by the state, where required, which provides local air or land transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured. A Trip means transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured, for example:

- 1. from a Covered Person's home, the scene of an accident or medical emergency to a Hospital or skilled nursing facility; or
- 2. between Hospitals; or
- 3. between a Hospital and skilled nursing facility

Company or we, us or our means HM Life Insurance Company, domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

- 1. occurs while the Covered Employee is covered under this Certificate:
- 2. treatment must be rendered within 72 hours of such Covered Accident;
- 3. is not contributed to by disease, sickness, or mental or bodily infirmity; and
- 4. is not otherwise excluded under the terms of this Certificate.

Covered Member means an Eligible Person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by us and required premium has been paid when due and for whom coverage under this Certificate remains in force.

Covered Expenses means the benefits shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Medical Indemnity Benefits* section of this Certificate. Covered Expenses must be Incurred by a Covered Person for Treatment of a Covered Accident or a

Covered Sickness.

Covered Person means a Covered Member, an eligible spouse and eligible dependent children who are covered under this Certificate.

Covered Sickness means a bodily disorder, disease, physical or mental condition, functional nervous disorder, pregnancy, or complication of pregnancy that:

- 1. is first manifested while the Covered Person is covered under this Certificate or is not subject to the Pre-Existing Condition Limitation; and
- 2. is not otherwise excluded under the terms of this Certificate.

A Covered Sickness includes congenital defects and birth abnormalities of a newborn child.

Eligible Dependent means the Covered Member's:

- 1. lawful spouse, unless such spouse is eligible for medical coverage as a Covered Employee under this Policy; and
- 2. unmarried natural or step child, unless such child is eligible for medical coverage as a Covered Employee under this Policy and who:
 - a. is less than 26 years old; or
 - b. becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for dependent children. The Company must receive proof of incapacity within 31 days after coverage would otherwise terminate. This insurance will continue for as long as the Covered Employee's insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age 26;
 - c. is adopted by or placed for adoption with, or is party in a suit for adoption by, the Covered Employee; or
 - d. is required to be provided coverage by the Insured or his spouse under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609[a]).

Eligible Person means an individual as defined in the Schedule of Benefits

He, him or his means an individual, male or female.

Hospital means an institution that meets all of the following:

- 1. it is licensed and accredited by the Joint Commission on Accreditation of Health Care Organizations as a Hospital pursuant to applicable law; it is primarily and continuously engaged in providing medical care and treatment to a sick and injured persons:
- 2. it is managed under the supervision of a staff of legally licensed physicians;
- 3. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 4. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;

5. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

- 1. rehabilitation, convalescent or custodial care;
- 2. the aged; or
- 3. Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person Incurs an expense.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident or a Covered Sickness. Separate Hospital Stays due to the same Covered Accident or Covered Sickness will be treated as one Hospital Stay unless (a) separated by at least 90 days or (b) a Covered Employee returns to Active Service for 30 or more days between Hospital Stays.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day or twenty-four (24) continuous hours in a Hospital and incurred room and board charges. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case The term "Inpatient" shall mean a Covered Person is required to be confined for a period of at least a full day or twenty-four (24) continuous hours as determined by the Hospital.

Member means a member of the National Better Living Association

Out-Patient means a Covered Person who receives covered treatment, services and supplies while not an Inpatient in a Hospital.

Physician means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

- 1. employed or retained by the Policyholder; or
- 2. living in the Covered Person's household; or
- 3. a parent, sibling, spouse or child of the Covered Person.

Pre-Existing Condition means any injury sustained in an accident that occurred, or a sickness that first manifested itself before the Covered Person's effective date of coverage under this Policy and for which the Covered Person has not received any diagnosis, medical advice, care or treatment within the 6-month period immediately preceding His effective date of coverage.

A pregnancy that existed on a Covered Person's effective date will not be considered as a Pre-Existing Condition.

Benefits for Pre-Existing Conditions may be limited. Please read the *Description of Medical Indemnity Benefits* section for any applicable limitations.]

Policyholder means the entity shown on the cover page of this policy.

Treatment means care, services or supplies, provided by or at the direction of a Physician for a Covered Expense.

You or your mean the Covered Member.

ELIGIBILITY, EFFECTIVE DATE, TERMINATION AND CONTINUATION PROVISIONS

Certificate Effective Date

We agree to provide Medical Indemnity Insurance Benefits described in this Certificate in consideration of your enrollment and payment of the contributions, if any, when due. Your coverage under this Certificate's begins on the date you are eligible.

Eligibility

A Member becomes eligible for insurance under the Policy on first of the month following the date he becomes Eligible Person. Dependents of an Eligible Person become eligible for any dependent insurance provided by this Certificate on the later of first of the month following the date the Member becomes eligible and first of the month following the date the spouse or dependent child meets the applicable definition shown in the *Definitions* section of this Policy.

No person may be eligible for insurance under the Policy as both a Member and a spouse or dependent child at the same time.

If both spouses are eligible as a Member, the dependent children may be covered under only one Member, but not both of them.

If both spouses meet the definition of an Eligible Person, as shown in the *Schedule of Benefits* and have:

- 1. No dependent children both may be insured as a Covered Member or one may elect to insure the other as an Eligible Dependent.
- 2. Dependent children, both may be insured as a Covered Member but only one may elect dependent coverage to insure dependent children.

A spouse that does not meet the definition of an Eligible Member or a dependent child may elect to be insured as an Eligible Dependent provided one spouse meets the definition of an Eligible Person as shown in the Schedule of Benefits.

You must enroll for your insurance and your Eligible Dependents insurance and agree to make any required contributions for that coverage when due. Your insurance and your Eligible Dependent's insurance will be effective on the first of the month following the date we receive a completed enrollment form and the required first contribution.

Insurance becomes effective for a newborn dependent child automatically from the moment of the child's live birth. Insurance for that dependent child will end automatically 31 days later unless the Member enrolls the child and pays the required initial premium with 31 days of the child's birth.

Effective Date of Changes

Any increase or decrease in the amount of insurance for a Covered Person resulting from a change in benefits provided by this Policy will take effect on first of the month following the date of such change. Increases will take effect subject to any Pre-Existing Condition limitation.

Termination of Insurance

Please read the *Continuation Provisions* section of this Certificate for information on continuation after eligibility for coverage would otherwise end.

The insurance on a Covered Person will end on the earliest date below:

- 1. first of the month following the date this Certificate or insurance for a Covered Class is terminated;
- 2. the next premium due date after first of the month following the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Certificate:
- 3. the last day of the last period for which contributions, if any, are paid;
- 4. the end of any period of continuation, as provided in the Continuation Provisions; and
- 5. with respect to an Eligible Dependent, first of the month following the date of the death of the Covered Employee or first of the month following the date of divorce from the Covered Employee[;]
- [6. the next premium due date after first of the month following the date the Covered Person attains age 70].

Termination will not affect a claim for Covered Expenses Incurred while coverage was in effect.

Continuation Provisions

Continuation may be available after the termination of this insurance. Please contact your employer for details.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to us within 31 days after a Covered Expense is Incurred or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to us at our Administrative Office. Notice should include the Policyholder's name and policy number and the Covered Person's name, address, and Policy Number.

Claim Forms

We will send claim forms for filing proof of loss when we receive notice of a claim. If such forms are not sent within 15 days after we receive notice, the proof requirements will be met by submitting, within the time fixed in this Certificate for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to us must be given to us at our Administrative Office within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then

proof of loss must be submitted within 90 days after the termination of each period for which we are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to lack of legal capacity.

Time of Payment of Claims

We will pay benefits due under this Certificate for any loss immediately upon receipt of due written or authorized electronic proof of such loss.

Payment of Claims

All benefits will be paid in United States currency. All benefits payable under this Certificate, unless otherwise stated, will be payable to the Covered Person or to his estate.

Claim Administration

For plans subject to the Employee Retirement Income Security Act (ERISA), The plan administrator of the employer's employee welfare benefit plan (the plan) has selected us as the plan fiduciary under federal law for the review of claims for benefits provided by this Certificate and for deciding appeals of denied claims. In this role we shall have the authority, in our discretion, to interpret the terms of plan documents, to decide questions of eligibility for coverage or benefits under the plan, and to make any related findings of fact. All decisions made by us in this capacity shall be final and binding on participants and beneficiaries of the plan to the full extent permitted by state and federal law.

We will have no fiduciary responsibility with respect to the administration of the plan except as described above. It is understood that our sole liability to the plan and to participants and beneficiaries under the plan shall be for the payment of benefits provided under this Certificate.

We may contract with another entity to perform this function on our behalf.

Physical Examination and Autopsy

We, at our own expense, have the right and opportunity to examine the Covered Person when and as often as we may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Certificate less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Certificate. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods.

- 1. A request for lump sum payment of the overpaid amount.
- 2. A reduction of any amounts payable under this Certificate.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment

from the Covered Person's estate.

GENERAL PROVISIONS

10 Day Right To Examine Certificate

If a Covered Person is not satisfied with the Certificate for any reason, it may be returned to Us within 10 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any Covered Person that wants to make an assignment of his insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Covered Person's insurance (including an assignment on a form furnished by us or by the Policyholder).

Incontestability

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the terms of the Policy, all statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his applicable representative shall be given a copy.

After two years from a Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Certificate are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

DESCRIPTION OF INDEMNITY MEDICAL BENEFITS

This Section describes the Medical Indemnity Benefits provided by this Certificate. Benefit amounts and any applicable benefit-specific maximums or limits are shown in the *Schedule of* Benefits. Please read these sections in order to understand all of the terms, conditions and limitations applicable to these benefits.

MEDICAL EXPENSE BENEFITS

We will pay the benefits amount shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for Treatment of an injury sustained in a Covered Accident or for Treatment of a Covered Sickness. All benefit amounts and any applicable maximums are shown in the *Schedule of Benefits*, and, unless otherwise specified, are payable on a per Covered Person basis. For other than Surgery, the amount we will pay is limited to the dollar amount shown in the Schedule of Benefits for the Covered Expense, The amount we will pay for any one Surgical Procedure is limited to the dollar amount shown in the *Schedule of Surgical Procedures*.

Covered Expenses:

In-Patient Hospital Services

If a Covered Person while insured is confined in a hospital as a result of a Covered Accident or a Covered Sickness, we will pay a benefit for each day of Confinement, up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits*. No benefit will be paid for any day the Covered Person is not under the regular care and attendance of a Physician.

Benefits will be payable for a Covered Person while confined in an intensive care unit, coronary care unit, neonatal intensive care unit or pediatric intensive care unit up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits* for a Covered Accident or Covered Sickness. This benefit and the Daily In-Hospital Benefit together will be limited to the Maximum Number of Days as shown in the *Schedule of Benefits* for the Daily In-Hospital Benefit.

The Maximum Days shown in the *Schedule of Benefits* applies to the total of days of intensive, coronary, neonatal or pediatric intensive care and any other days of confinement per Plan year.

No benefit will be paid for any period the Covered Person is not confined to a Hospital as an inpatient during a Hospital Stay.

Outpatient Diagnostic Testing Services

We will pay a benefit for Outpatient Diagnostic Testing Services when laboratory tests or x-rays are performed for the purpose of diagnosis of a Covered Accident or Covered Sickness as indicated by symptoms that would suggest an Injury or Sickness has occurred, while the Covered Person is not confined in a Hospital. This benefit is limited to once per Testing Day, not to exceed the Maximum Number of Testing Days per Plan Year shown in the Schedule of Benefits.

Emergency Room Treatment

We will pay a Hospital Emergency Room Benefit for Treatment provided in an outpatient emergency room of a Hospital or licensed facility, up to the maximum number of visits annually shown in the *Schedule of Benefits*.

Physician Services

Surgery – If a Covered Person undergoes a surgical procedure listed in the Schedule of Surgical Procedures as a result of a Covered Accident or Sickness, and surgery is performed in a Hospital while confined or on an outpatient basis, Ambulatory Surgical Center, or in the Physician's office, we will pay the benefit shown in the *Schedule of Surgical Procedures*.

A list of common procedures and the maximum amount for each is shown in the Schedule of Surgical Procedures.

If two or more procedures are performed through the same incision or operative site, the benefit paid will be for only the procedure that has the larger benefit. If more than one procedure is performed, but each through a separate incision or in a separate operative field, the amount payable will be the specified amount for the primary procedure plus 50% of the amount payable for all other surgical procedures performed.

With respect to a surgical procedure not listed in the *Schedule of Surgical Procedures*, we will pay an indemnity benefit amount consistent with similar procedures that are listed in the *Schedule of Surgical Procedures*.

Anesthesia – We will pay a percentage, as shown in the *Schedule of Benefits*, of the surgical benefit for anesthesia and its administration.

Office Visits – We will pay the Physician Office Visit Benefit, shown in the *Schedule of Benefits*, for a Physician office visit as a result of a Covered Sickness or Covered Accident, for services rendered in the Hospital Emergency Room for a Covered Sickness and a wellness / physical visit up to the Maximum Number of Office Visits per Plan Year shown in the *Schedule of Benefits*.

Ambulance Services

Benefits are payable for professional transportation furnished by a duly licensed ambulance service to the nearest facility equipped to treat a Person's Covered Accident or Sickness. This does not include transportation solely to the Covered Person's personal Physician, or to secure treatment from a Physician, or a facility of greater renown.

We will pay Covered Expenses Incurred for Ambulance Service up to the maximum number of trips shown in the *Schedule of Benefits*.

Wellness Service Benefit

We will pay Covered Expenses Incurred for Wellness Services rendered to a Covered Person, up to the maximum number of services shown in the *Schedule of Benefits*. Wellness services are limited to the following services: PAP Smear, PSA or immunization.

Limitation for Pre-Existing Conditions

We will not pay any benefits for treatment of a Covered Person's Pre-Existing Condition until he has been insured under this Policy for continuous period of 12 months.

Excluded Expenses

The following will not be Covered Expenses under this Indemnity Medical Benefit unless specifically provided elsewhere in this Certificate:

- 1. treatment that is solely for the purpose of rest care or custodial care and any associated transportation;
- 2. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complication thereof this exclusion does not apply to:
 - a. cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
 - b. reconstruction incidental to or following surgery resulting from a covered Accident or Sickness or from trauma, infection or other diseases of the involved part;
 - c. correction of a congenital defect or anomaly that results in a functional defect of a covered dependent child;

- d. with respect to a mastectomy:
 - all stages of reconstruction of the breast on which the mastectomy has been performed;
 - ii. surgery and reconstruction of the other breast to produce a symmetrical appearance; and
 - iii. treatment of physical complications for all stages of the mastectomy, including lymphedema;
- 3. examinations needed for employment, obtaining insurance or travel;
- 4. voluntary abortion, unless:
 - a. the life of the mother would be endangered if the fetus were carried to term; or
 - b. medical complications have arisen from an abortion;
- 5. sex change procedures;
- 6. reversal of sterilizations;
- 7. diagnosis and treatment of infertility;
- 8. treatment of exogenous obesity, gastric bypass surgery or weight control unless Medically Necessary;
- 9. routine eye examinations or fitting of glasses or contact lenses;
- 10. hearing examinations or fitting of hearing aids;
- 11. dental examinations or dental care other than expenses resulting from a Covered Accident;
- 12. smoking cessation;
- 13. suicide or any attempt threat, while sane or insane, or any intentionally self-inflicted injury or Sickness, unless as a result of a medical condition or an act of domestic violence;
- 14. participation in a riot, civil commotion, civil disobedience, insurrection or unlawful assembly, unless a loss that occurs while a Covered Person is acting in a lawful manner within the scope of authority;
- 15. committing, attempting to commit, or taking part in a felony or assault;
- 16. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, mountain climbing, spelunking or hang gliding;
- 17. air travel, except:
 - a. as a fare-paying passenger on a commercial airline on a regularly scheduled route
 - b. on a charter flight operated by a scheduled airline; or
 - c. as a passenger for transportation only and not as a pilot or crew member;
- 18. the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which a Covered Accident occurred;
- 19. any treatment for an accident or sickness resulting from the use of a controlled substance by a Covered Person that is not provided by or at the direction of a Physician;

- 20. an act of war, whether declared or undeclared, or while performing police duty as member of any military or naval organization. This exclusion includes a Covered Accident occurring or Sickness contracted while in the service of any military, naval or air force of any country engaged in war (the Company will refund the pro rata unearned premium for any such period the Covered Person is not covered);
- 21. an accident or sickness arising out of and in the course of any occupation for compensation, wage or profit or expenses which are payable under Workers' Compensation, Occupational Disease or similar law, whether or not application for such benefits has been made;
- 22. any treatment received or expenses incurred during a period of time that insurance for a Covered Person is not in force:
- 23. any treatment received or expenses incurred after this Policy has terminated;
- 24. any service, supply or treatment that is not provided by or at the direction of a Physician;
- 25. treatment of any accident or sickness outside the United States or Canada;
- 26. transportation except as provided for in Ambulance Services;
- 27. benefits for services or treatment rendered by any person who is:
 - a. employed or retained by the Policyholder;
 - b. living in the Covered Person's household;
 - c. a parent, sibling, spouse or child of a Covered Member or of his spouse; or
 - d. a Covered Person treating himself[; or]

[28. the treatment of:

- a. mental illness;
- b. functional or organic nervous disorder, regardless of cause;
- c. alcohol abuse;
- d. drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed].

SCHEDULE OF SURGICAL PROCEDURES

CPT-4		
Codes	Description	Amount
10060	I&D of Abscess, Simple	\$28
10061	I&D of Abscess, Complex	\$64
19000	Puncture Aspiration of cyst of Breast	\$32
19120	Removal of Breast Lesion	\$184
19180	Mastectomy, Simple	\$308
19240	Removal of Breast	\$460
20550	Injection; Single Tendon Sheath or Ligament	\$24
20600	Drain/Inject Joint/Bursa	\$24
20605	Drain/Inject Joint/Bursa	\$24

22554	Neck Spine Fusion	\$1,000
23500	Closed tx, clavicle fracture	\$76
25560	Closted tx, radius fracture	\$144
27230	Closed tx, femur fracture.	\$220
27816	Closed tx, ankle fracture	\$156
28415	Closed tx, humerus fracture	\$488
29580	Application of Paste Boot	\$20
35301	Re-channeling of Artery	\$732
36415	Drawing blood	\$4
36489	Insertion of Catheter, Vein	\$64
36533	Insertion of Access Port	\$236
38562	Removal, Pelvic Lymph Nodes	\$488
38770	Remove Pelvis Lymph Nodes	\$592
38780	Remove Abdomen Lymph Nodes	\$976
44005	Freeing of Bowel Adhesion	\$396
44140	Partial Removal of Colon	\$568
44950	Appendectomy	\$288
44970	Laparoscopy surgical appendectomy	\$288
45378	Diagnostic Colonoscopy	\$168
45560	Repair of Rectocele	\$188
46255	Hemorrhoidectomy, internal and external	\$224
47600	Cholecystectomy	\$520
49000	Exploration of Abdomen	\$348
49320	Laparoscopy, diagnostic	\$248
49505	Repair Inguinal Hernia	\$284
49560	Repair Abdominal Hernia	\$344
50590	Lithotripsy, extracorporeal shock wave	\$664
51840	Bladder repair/vesical neck	\$480
52612	TURP	\$440
55810	Prostatectomy, perineal radical	\$824
57240	Repair Bladder & Vagina	\$272
57280	Suspension of Vagina	\$424
57282	Repair of Vaginal Prolapse	\$424
58150	Total Hysterectomy	\$500
58260	Vaginal Hysterectomy	\$484
58400	Suspension of Uterus	\$328
58600	Division of fallopian tube	\$232

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58700	Removal of fallopian tube	\$304
58720	Removal of ovary/tube(s)	\$356
58740	Revise Fallopian Tube(s)	\$372
58750	Repair Oviduct	\$608
58770	Create New Tubal Opening	\$532
58925	Removal of ovarian cyst(s)	\$272
58940	Removal of ovary(s)	\$272
59121	Surgical Treatment of Ectopic pregnancy w/o salpingectomy	\$380
59150	Treat Ectopic Pregnancy	\$380
59400	Obstetrical Care Obstetrical Care; Vaginal Delivery Only – w/o Postpartum	\$496
59409	Care	\$260
59410	Obstetrical Care; Vaginal Delivery – with Postpartum Care	\$288
59510	Cesarean delivery	\$612
59851	Abortion	\$288
61154	Pierce Skull, Remove Clot	\$788
61312	Open Skull for Drainage	\$1,000
62284	Injection for Myelogram	\$128
63030	Low Back Disk Surgery	\$896
63035	Added Spinal Disk Surgery	\$292
63047	Removal of Spinal Lamina	\$1,000
63048	Removal of Spinal Lamina	\$352
63075	Neck Spine Disk Surgery	\$924
64721	Carpal Tunnel Surgery	\$288
65855	Laser Surgery of Eye	\$276
66170	Glaucoma Surgery	\$372
66761	Revision of Iris	\$220
66984	Remove Cataract, Insert Lens	\$532
67210	Treatment of Retinal Lesion	\$284
67820	Revise Eyelashes	\$28
67840	Remove Eyelid Lesion	\$72
68761	Close Tear Duct Opening	\$44

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HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

HM Life Insurance Company, certifies that you will be insured under the Group Policy Number issued to the Policyholder shown below during the time, in the manner, and for the amounts provided in the Group Policy.

President

Mike Sullin

POLICYHOLDER: National Better Living Association

GROUP POLICY NUMBER: *

POLICY EFFECTIVE DATE: December 1, 2011

CERTIFICATE EFFECTIVE DATE: December 1, 2011

STATE OF ISSUE: Georgia

A Group Policy has been issued to the Policyholder. Your coverage under that Group Policy is shown in this Certificate. If your coverage is changed by an amendment to the Group Policy, We will provide the Policyholder with a revised Certificate or other notice to be given to you.

PLEASE READ THIS CERTIFICATE CAREFULLY

ANY CERTIFICATE ISSUED IN ARKANSAS WILL BE GOVERNED BY THE STATE OF ARKANSAS

This Certificate of Insurance has a Table of Contents to help you find specific provisions. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Certificate Effective Date shown above, at the Policyholder's address. The laws of the State of Issue shown above govern this Certificate.

"You" and "your" refer to the Covered Employee. The "Company", we", "us", and "our" refer to **HM Life Insurance Company**. Other defined terms are printed with an initial capital letter.

• GROUP INDEMNITY MEDICAL INSURANCE CERITFICATE • NON-PARTICIPATING

THIS CERTIFICATE DESCRIBES THE GROUP INDEMNITY MEDICAL INSURANCE PROVIDED UNDER THE GROUP POLICY. THE GROUP POLICY DOES NOT PROVIDE MAJOR MEDICAL OR COMPREHENSIVE MEDICAL INSURANCE.

NOTICE THE LAWS OF THE STATE OF GEORGIA PROHIBIT INSURERS FROM UNFAIRLY DISCRIMINATING AGAINST ANY PERSON BASED UPON HIS OR HER STATUS AS A VICTIM OF FAMILY VIOLENCE.

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SCHEDULE OF BENEFITS

This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to the benefits provided by the Policy under this Certificate please read all the provisions carefully.

Eligible Persons: An Eligible Person is an individual who is a member of the National Better Living Association.

Eligibility Waiting Period: None

MEDICAL INDEMNITY BENEFITS

This Schedule of Benefits provides a brief outline of the Medical Indemnity Benefits provided by the Policy under this Certificate. Please read the Description of Benefits section for full details.

Covered Expense

Benefit Amount

In-Patient Hospital Services

Maximum Daily In-Hospital Benefit	\$500
Maximum Days per [Plan] Year	30

Additional Daily Benefit for the first day of Hospital confinement (limited to 1

admissions per Plan Year) \$500

Daily ICU, CCU, NICU or PICU Benefit \$1000 Maximum Days per Plan Year` 30 *

Out-Patient Diagnostic Testing Benefit

Daily Out-Patient Tests \$50

Maximum Days per Plan Year
(limited to one test per day) 1

Hospital Emergency Room Benefit

Benefit Amount per Visit \$100 Maximum Visits per Plan Year 3

Physician Services

Surgery Benefit See Schedule of Surgical Procedures

Maximum Procedures per Plan Year * 1

Anesthesia Benefit 20% of the Surgery Benefit payable for the

procedure performed

Office Visits

Maximum Benefit per Visit \$80

Maximum Number of Visits

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^{*} Each day of confinement in an ICU, CCU, NICU, or PICU reduces the available In-Hospital Benefits days by one.

^{*} Exceptions apply - See Schedule of Excepted Procedures

per Plan year 3

Ambulance Service

Benefit per Trip \$100

Maximum Number of Trips

per Plan year

Wellness Service Benefit

Benefit per Service \$50

Maximum Services
per Plan Year

Contributions The entire cost of this insurance is paid by

Covered Persons.

GENERAL DEFINITIONS

Please note that certain words used in this Certificate have specific meanings. Other than references to he, him, his, you, your, yours, we, us or our the words defined below and capitalized within the text of this Certificate have the meanings set forth below.

Ambulance Service means an entity which is licensed by the state, where required, which provides local air or land transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured. A Trip means transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured, for example:

- 1. from a Covered Person's home, the scene of an accident or medical emergency to a Hospital or skilled nursing facility; or
- 2. between Hospitals; or
- 3. between a Hospital and skilled nursing facility

Company or we, us or our means HM Life Insurance Company, domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

- 1. occurs while the Covered Employee is covered under this Certificate;
- 2. treatment must be rendered within 72 hours of such Covered Accident;
- 3. is not contributed to by disease, sickness, or mental or bodily infirmity; and
- 4. is not otherwise excluded under the terms of this Certificate.

Covered Member means an Eligible Person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by us and required premium has been paid when due and for whom coverage under this Certificate remains in force.

Covered Expenses means the benefits shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Medical Indemnity Benefits* section of this Certificate. Covered Expenses must be Incurred by a Covered Person for Treatment of a Covered Accident or a Covered Sickness.

Covered Person means a Covered Member, an eligible spouse and eligible dependent children

who are covered under this Certificate.

Covered Sickness means a bodily disorder, disease, physical or mental condition, functional nervous disorder, pregnancy, or complication of pregnancy that:

- 1. is first manifested while the Covered Person is covered under this Certificate or is not subject to the Pre-Existing Condition Limitation; and
- 2. is not otherwise excluded under the terms of this Certificate.

A Covered Sickness includes congenital defects and birth abnormalities of a newborn child.

Eligible Dependent means the Covered Member's:

- 1. lawful spouse, unless such spouse is eligible for medical coverage as a Covered Employee under this Policy; and
- 2. unmarried natural or step child, unless such child is eligible for medical coverage as a Covered Employee under this Policy and who:
 - a. is less than 26 years old; or
 - b. becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for dependent children. The Company must receive proof of incapacity within 31 days after coverage would otherwise terminate. This insurance will continue for as long as the Covered Employee's insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age 26;
 - c. is adopted by or placed for adoption with, or is party in a suit for adoption by, the Covered Employee; or
 - d. is required to be provided coverage by the Insured or his spouse under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609[a]).

Eligible Person means an individual as defined in the Schedule of Benefits

He, him or his means an individual, male or female.

Hospital means an institution that meets all of the following:

- 1. it is licensed and accredited by the Joint Commission on Accreditation of Health Care Organizations as a Hospital pursuant to applicable law; it is primarily and continuously engaged in providing medical care and treatment to a sick and injured persons;
- 2. it is managed under the supervision of a staff of legally licensed physicians;
- 3. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 4. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
- 5. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

- 1. rehabilitation, convalescent or custodial care;
- 2. the aged; or
- 3. Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person Incurs an expense.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident or a Covered Sickness. Separate Hospital Stays due to the same Covered Accident or Covered Sickness will be treated as one Hospital Stay unless (a) separated by at least 90 days or (b) a Covered Employee returns to Active Service for 30 or more days between Hospital Stays.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day or twenty-four (24) continuous hours in a Hospital and incurred room and board charges. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case The term "Inpatient" shall mean a Covered Person is required to be confined for a period of at least a full day or twenty-four (24) continuous hours as determined by the Hospital.

Member means a member of the National Better Living Association

Out-Patient means a Covered Person who receives covered treatment, services and supplies while not an Inpatient in a Hospital.

Physician means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

- 1. employed or retained by the Policyholder; or
- 2. living in the Covered Person's household; or
- 3. a parent, sibling, spouse or child of the Covered Person.

Pre-Existing Condition means any injury sustained in an accident that occurred, or a sickness that first manifested itself before the Covered Person's effective date of coverage under this Policy and for which the Covered Person has not received any diagnosis, medical advice, care or treatment within the 6-month period immediately preceding His effective date of coverage.

A pregnancy that existed on a Covered Person's effective date will not be considered as a Pre-Existing Condition.

Benefits for Pre-Existing Conditions may be limited. Please read the *Description of Medical Indemnity Benefits* section for any applicable limitations.]

Policyholder means the entity shown on the cover page of this policy.

Treatment means care, services or supplies, provided by or at the direction of a Physician for a Covered Expense.

You or your mean the Covered Member.

ELIGIBILITY, EFFECTIVE DATE, TERMINATION AND CONTINUATION PROVISIONS

Certificate Effective Date

We agree to provide Medical Indemnity Insurance Benefits described in this Certificate in consideration of your enrollment and payment of the contributions, if any, when due. Your coverage under this Certificate's begins on the date you are eligible.

Eligibility

A Member becomes eligible for insurance under the Policy on first of the month following the date he becomes Eligible Person. Dependents of an Eligible Person become eligible for any dependent insurance provided by this Certificate on the later of first of the month following the date the Member becomes eligible and first of the month following the date the spouse or dependent child meets the applicable definition shown in the *Definitions* section of this Policy.

No person may be eligible for insurance under the Policy as both a Member and a spouse or dependent child at the same time.

If both spouses are eligible as a Member, the dependent children may be covered under only one Member, but not both of them.

If both spouses meet the definition of an Eligible Person, as shown in the *Schedule of Benefits* and have:

- 1. No dependent children both may be insured as a Covered Member or one may elect to insure the other as an Eligible Dependent.
- 2. Dependent children, both may be insured as a Covered Member but only one may elect dependent coverage to insure dependent children.

A spouse that does not meet the definition of an Eligible Member or a dependent child may elect to be insured as an Eligible Dependent provided one spouse meets the definition of an Eligible Person as shown in the *Schedule of Benefits*.

You must enroll for your insurance and your Eligible Dependents insurance and agree to make any required contributions for that coverage when due. Your insurance and your Eligible Dependent's insurance will be effective on the first of the month following the date we receive a completed enrollment form and the required first contribution.

Insurance becomes effective for a newborn dependent child automatically from the moment of the child's live birth. Insurance for that dependent child will end automatically 31 days later unless the Member enrolls the child and pays the required initial premium with 31 days of the child's birth.

Effective Date of Changes

Any increase or decrease in the amount of insurance for a Covered Person resulting from a change in benefits provided by this Policy will take effect on first of the month following the date of such change. Increases will take effect subject to any Pre-Existing Condition limitation.

Termination of Insurance

Please read the *Continuation Provisions* section of this Certificate for information on continuation after eligibility for coverage would otherwise end.

The insurance on a Covered Person will end on the earliest date below:

- first of the month following the date this Certificate or insurance for a Covered Class is terminated:
- 2. the next premium due date after first of the month following the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Certificate;
- 3. the last day of the last period for which contributions, if any, are paid;
- 4. the end of any period of continuation, as provided in the Continuation Provisions; and
- 5. with respect to an Eligible Dependent, first of the month following the date of the death of the Covered Employee or first of the month following the date of divorce from the Covered Employee[;]
- [6. the next premium due date after first of the month following the date the Covered Person attains age 70].

Termination will not affect a claim for Covered Expenses Incurred while coverage was in effect.

Continuation Provisions

Continuation may be available after the termination of this insurance. Please contact your employer for details.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to us within 31 days after a Covered Expense is Incurred or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to us at our Administrative Office. Notice should include the Policyholder's name and policy number and the Covered Person's name, address, and Policy Number.

Claim Forms

We will send claim forms for filing proof of loss when we receive notice of a claim. If such forms are not sent within 15 days after we receive notice, the proof requirements will be met by submitting, within the time fixed in this Certificate for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to us must be given to us at our Administrative Office within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which we

are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to lack of legal capacity.

Time of Payment of Claims

We will pay benefits due under this Certificate for any loss immediately upon receipt of due written or authorized electronic proof of such loss.

Payment of Claims

All benefits will be paid in United States currency. All benefits payable under this Certificate, unless otherwise stated, will be payable to the Covered Person or to his estate.

Claim Administration

For plans subject to the Employee Retirement Income Security Act (ERISA), The plan administrator of the employer's employee welfare benefit plan (the plan) has selected us as the plan fiduciary under federal law for the review of claims for benefits provided by this Certificate and for deciding appeals of denied claims. In this role we shall have the authority, in our discretion, to interpret the terms of plan documents, to decide questions of eligibility for coverage or benefits under the plan, and to make any related findings of fact. All decisions made by us in this capacity shall be final and binding on participants and beneficiaries of the plan to the full extent permitted by state and federal law.

We will have no fiduciary responsibility with respect to the administration of the plan except as described above. It is understood that our sole liability to the plan and to participants and beneficiaries under the plan shall be for the payment of benefits provided under this Certificate.

We may contract with another entity to perform this function on our behalf.

Physical Examination and Autopsy

We, at our own expense, have the right and opportunity to examine the Covered Person when and as often as we may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Certificate less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Certificate. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods.

- 1. A request for lump sum payment of the overpaid amount.
- 2. A reduction of any amounts payable under this Certificate.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

GENERAL PROVISIONS

10 Day Right To Examine Certificate

If a Covered Person is not satisfied with the Certificate for any reason, it may be returned to Us within 10 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any Covered Person that wants to make an assignment of his insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Covered Person's insurance (including an assignment on a form furnished by us or by the Policyholder).

Incontestability

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the terms of the Policy, all statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his applicable representative shall be given a copy.

After two years from a Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Certificate are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

DESCRIPTION OF INDEMNITY MEDICAL BENEFITS

This Section describes the Medical Indemnity Benefits provided by this Certificate. Benefit amounts and any applicable benefit-specific maximums or limits are shown in the *Schedule of* Benefits. Please read these sections in order to understand all of the terms, conditions and limitations applicable to these benefits.

MEDICAL EXPENSE BENEFITS

We will pay the benefits amount shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for Treatment of an injury sustained in a Covered Accident or for Treatment of a Covered Sickness. All benefit amounts and any applicable maximums are shown in the *Schedule of Benefits*, and, unless otherwise specified, are payable on a per Covered Person basis. For other than Surgery, the amount we will pay is limited to the dollar amount shown in the Schedule of Benefits for the

Covered Expense, The amount we will pay for any one Surgical Procedure is limited to the dollar amount shown in the *Schedule of Surgical Procedures*.

Covered Expenses:

In-Patient Hospital Services

If a Covered Person while insured is confined in a hospital as a result of a Covered Accident or a Covered Sickness, we will pay a benefit for each day of Confinement, up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits*. No benefit will be paid for any day the Covered Person is not under the regular care and attendance of a Physician.

Benefits will be payable for a Covered Person while confined in an intensive care unit, coronary care unit, neonatal intensive care unit or pediatric intensive care unit up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits* for a Covered Accident or Covered Sickness. This benefit and the Daily In-Hospital Benefit together will be limited to the Maximum Number of Days as shown in the *Schedule of Benefits* for the Daily In-Hospital Benefit.

The Maximum Days shown in the *Schedule of Benefits* applies to the total of days of intensive, coronary, neonatal or pediatric intensive care and any other days of confinement per Plan year.

No benefit will be paid for any period the Covered Person is not confined to a Hospital as an inpatient during a Hospital Stay.

Outpatient Diagnostic Testing Services

We will pay a benefit for Outpatient Diagnostic Testing Services when laboratory tests or x-rays are performed for the purpose of diagnosis of a Covered Accident or Covered Sickness as indicated by symptoms that would suggest an Injury or Sickness has occurred, while the Covered Person is not confined in a Hospital. This benefit is limited to once per Testing Day, not to exceed the Maximum Number of Testing Days per Plan Year shown in the Schedule of Benefits.

Emergency Room Treatment

We will pay a Hospital Emergency Room Benefit for Treatment provided in an outpatient emergency room of a Hospital or licensed facility, up to the maximum number of visits annually shown in the *Schedule of Benefits*.

Physician Services

Surgery – If a Covered Person undergoes a surgical procedure listed in the Schedule of Surgical Procedures as a result of a Covered Accident or Sickness, and surgery is performed in a Hospital while confined or on an outpatient basis, Ambulatory Surgical Center, or in the Physician's office, we will pay the benefit shown in the *Schedule of Surgical Procedures*.

A list of common procedures and the maximum amount for each is shown in the Schedule of Surgical Procedures.

If two or more procedures are performed through the same incision or operative site, the benefit paid will be for only the procedure that has the larger benefit. If more than one procedure is performed, but each through a separate incision or in a separate operative field, the amount payable will be the specified amount for the primary procedure plus 50% of the amount payable for all other surgical procedures performed.

With respect to a surgical procedure not listed in the Schedule of Surgical Procedures, we will pay an indemnity benefit amount consistent with similar procedures that are listed in the

Schedule of Surgical Procedures.

Anesthesia – We will pay a percentage, as shown in the *Schedule of Benefits*, of the surgical benefit for anesthesia and its administration.

Office Visits – We will pay the Physician Office Visit Benefit, shown in the *Schedule of Benefits*, for a Physician office visit as a result of a Covered Sickness or Covered Accident, for services rendered in the Hospital Emergency Room for a Covered Sickness and a wellness / physical visit up to the Maximum Number of Office Visits per Plan Year shown in the *Schedule of Benefits*.

Ambulance Services

Benefits are payable for professional transportation furnished by a duly licensed ambulance service to the nearest facility equipped to treat a Person's Covered Accident or Sickness. This does not include transportation solely to the Covered Person's personal Physician, or to secure treatment from a Physician, or a facility of greater renown.

We will pay Covered Expenses Incurred for Ambulance Service up to the maximum number of trips shown in the *Schedule of Benefits*.

Wellness Service Benefit

We will pay Covered Expenses Incurred for Wellness Services rendered to a Covered Person, up to the maximum number of services shown in the *Schedule of Benefits*. Wellness services are limited to the following services: PAP Smear, PSA or immunization.

Limitation for Pre-Existing Conditions

We will not pay any benefits for treatment of a Covered Person's Pre-Existing Condition until he has been insured under this Policy for continuous period of 12 months.

Excluded Expenses

The following will not be Covered Expenses under this Indemnity Medical Benefit unless specifically provided elsewhere in this Certificate:

- 1. treatment that is solely for the purpose of rest care or custodial care and any associated transportation;
- 2. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complication thereof this exclusion does not apply to:
 - a. cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
 - b. reconstruction incidental to or following surgery resulting from a covered Accident or Sickness or from trauma, infection or other diseases of the involved part;
 - c. correction of a congenital defect or anomaly that results in a functional defect of a covered dependent child;
 - d. with respect to a mastectomy:
 - i. all stages of reconstruction of the breast on which the mastectomy has been performed;
 - ii. surgery and reconstruction of the other breast to produce a symmetrical appearance; and
 - iii. treatment of physical complications for all stages of the mastectomy, including lymphedema;

- 3. examinations needed for employment, obtaining insurance or travel;
- 4. voluntary abortion, unless:
 - a. the life of the mother would be endangered if the fetus were carried to term; or
 - b. medical complications have arisen from an abortion;
- 5. sex change procedures;
- 6. reversal of sterilizations:
- 7. diagnosis and treatment of infertility;
- 8. treatment of exogenous obesity, gastric bypass surgery or weight control unless Medically Necessary;
- 9. routine eye examinations or fitting of glasses or contact lenses;
- 10. hearing examinations or fitting of hearing aids;
- 11. dental examinations or dental care other than expenses resulting from a Covered Accident;
- 12. smoking cessation;
- 13. suicide or any attempt threat, while sane or insane, or any intentionally self-inflicted injury or Sickness, unless as a result of a medical condition or an act of domestic violence;
- 14. participation in a riot, civil commotion, civil disobedience, insurrection or unlawful assembly, unless a loss that occurs while a Covered Person is acting in a lawful manner within the scope of authority;
- 15. committing, attempting to commit, or taking part in a felony or assault;
- 16. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, mountain climbing, spelunking or hang gliding;
- 17. air travel, except:
 - a. as a fare-paying passenger on a commercial airline on a regularly scheduled route
 - b. on a charter flight operated by a scheduled airline; or
 - c. as a passenger for transportation only and not as a pilot or crew member;
- 18. the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which a Covered Accident occurred;
- 19. any treatment for an accident or sickness resulting from the use of a controlled substance by a Covered Person that is not provided by or at the direction of a Physician;
- 20. an act of war, whether declared or undeclared, or while performing police duty as member of any military or naval organization. This exclusion includes a Covered Accident occurring or Sickness contracted while in the service of any military, naval or air force of any country engaged in war (the Company will refund the pro rata unearned premium for any such period the Covered Person is not covered);
- 21. an accident or sickness arising out of and in the course of any occupation for compensation,

- wage or profit or expenses which are payable under Workers' Compensation, Occupational Disease or similar law, whether or not application for such benefits has been made;
- 22. any treatment received or expenses incurred during a period of time that insurance for a Covered Person is not in force;
- 23. any treatment received or expenses incurred after this Policy has terminated;
- 24. any service, supply or treatment that is not provided by or at the direction of a Physician;
- 25. treatment of any accident or sickness outside the United States or Canada;
- 26. transportation except as provided for in Ambulance Services;
- 27. benefits for services or treatment rendered by any person who is:
 - a. employed or retained by the Policyholder;
 - b. living in the Covered Person's household;
 - c. a parent, sibling, spouse or child of a Covered Member or of his spouse; or
 - d. a Covered Person treating himself[; or]

[28. the treatment of:

CDT 4

- a. mental illness;
- b. functional or organic nervous disorder, regardless of cause;
- c. alcohol abuse;
- d. drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed].

SCHEDULE OF SURGICAL PROCEDURES

CPT-4		
Codes	Description	Amount
10060	I&D of Abscess, Simple	\$56
10061	I&D of Abscess, Complex	\$128
19000	Puncture Aspiration of cyst of Breast	\$64
19120	Removal of Breast Lesion	\$368
19180	Mastectomy, Simple	\$616
19240	Removal of Breast	\$920
20550	Injection; Single Tendon Sheath or Ligament	\$48
20600	Drain/Inject Joint/Bursa	\$48
20605	Drain/Inject Joint/Bursa	\$48
22554	Neck Spine Fusion	\$2,000
23500	Closed tx, clavicle fracture	\$152
25560	Closted tx, radius fracture	\$288
27230	Closed tx, femur fracture.	\$440
27816	Closed tx, ankle fracture	\$312
28415	Closed tx, humerus fracture	\$976

29580	Application of Paste Boot	\$40
35301	Re-channeling of Artery	\$1,464
36415	Drawing blood	\$8
36489	Insertion of Catheter, Vein	\$128
36533	Insertion of Access Port	\$472
38562	Removal, Pelvic Lymph Nodes	\$976
38770	Remove Pelvis Lymph Nodes	\$1,184
38780	Remove Abdomen Lymph Nodes	\$1,952
44005	Freeing of Bowel Adhesion	\$792
44140	Partial Removal of Colon	\$1,136
44950	Appendectomy	\$576
44970	Laparoscopy surgical appendectomy	\$576
45378	Diagnostic Colonoscopy	\$336
45560	Repair of Rectocele	\$376
46255	Hemorrhoidectomy, internal and external	\$448
47600	Cholecystectomy	\$1,040
49000	Exploration of Abdomen	\$696
49320	Laparoscopy, diagnostic	\$496
49505	Repair Inguinal Hernia	\$568
49560	Repair Abdominal Hernia	\$688
50590	Lithotripsy, extracorporeal shock wave	\$1,328
51840	Bladder repair/vesical neck	\$960
52612	TURP	\$880
55810	Prostatectomy, perineal radical	\$1,648
57240	Repair Bladder & Vagina	\$544
57280	Suspension of Vagina	\$848
57282	Repair of Vaginal Prolapse	\$848
58150	Total Hysterectomy	\$1,000
58260	Vaginal Hysterectomy	\$968
58400	Suspension of Uterus	\$656
58600	Division of fallopian tube	\$464
58700	Removal of fallopian tube	\$608
58720	Removal of ovary/tube(s)	\$712
58740	Revise Fallopian Tube(s)	\$744
58750	Repair Oviduct	\$1,216
58770	Create New Tubal Opening	\$1,064
58925	Removal of ovarian cyst(s)	\$544

HM905-LMC (10/10) 16 Platinum 500

58940	Removal of ovary(s)	\$544
59121	Surgical Treatment of Ectopic pregnancy w/o salpingectomy	\$760
59150	Treat Ectopic Pregnancy	\$760
59400	Obstetrical Care	\$992
59409	Obstetrical Care; Vaginal Delivery Only – w/o Postpartum Care	\$520
59410	Obstetrical Care; Vaginal Delivery – with Postpartum Care	\$576
59510	Cesarean delivery	\$1,224
59851	Abortion	\$576
61154	Pierce Skull, Remove Clot	\$1,576
61312	Open Skull for Drainage	\$2,000
62284	Injection for Myelogram	\$256
63030	Low Back Disk Surgery	\$1,792
63035	Added Spinal Disk Surgery	\$584
63047	Removal of Spinal Lamina	\$2,000
63048	Removal of Spinal Lamina	\$704
63075	Neck Spine Disk Surgery	\$1,848
64721	Carpal Tunnel Surgery	\$576
65855	Laser Surgery of Eye	\$552
66170	Glaucoma Surgery	\$744
66761	Revision of Iris	\$440
66984	Remove Cataract, Insert Lens	\$1,064
67210	Treatment of Retinal Lesion	\$568
67820	Revise Eyelashes	\$56
67840	Remove Eyelid Lesion	\$144
68761	Close Tear Duct Opening	\$88

HM905-LMC (10/10) 17 Platinum 500

HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

HM Life Insurance Company, certifies that you will be insured under the Group Policy Number issued to the Policyholder shown below during the time, in the manner, and for the amounts provided in the Group Policy.

President

Mike Sullin

POLICYHOLDER: National Better Living Association

GROUP POLICY NUMBER: *

POLICY EFFECTIVE DATE: December 1, 2011

CERTIFICATE EFFECTIVE DATE: December 1, 2011

STATE OF ISSUE: Georgia

A Group Policy has been issued to the Policyholder. Your coverage under that Group Policy is shown in this Certificate. If your coverage is changed by an amendment to the Group Policy, We will provide the Policyholder with a revised Certificate or other notice to be given to you.

PLEASE READ THIS CERTIFICATE CAREFULLY

ANY CERTIFICATE ISSUED IN ARKANSAS WILL BE GOVERNED BY THE STATE OF ARKANSAS

This Certificate of Insurance has a Table of Contents to help you find specific provisions. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Certificate Effective Date shown above, at the Policyholder's address. The laws of the State of Issue shown above govern this Certificate.

"You" and "your" refer to the Covered Employee. The "Company", we", "us", and "our" refer to **HM Life Insurance Company**. Other defined terms are printed with an initial capital letter.

• GROUP INDEMNITY MEDICAL INSURANCE CERITFICATE • NON-PARTICIPATING

THIS CERTIFICATE DESCRIBES THE GROUP INDEMNITY MEDICAL INSURANCE PROVIDED UNDER THE GROUP POLICY. THE GROUP POLICY DOES NOT PROVIDE MAJOR MEDICAL OR COMPREHENSIVE MEDICAL INSURANCE.

NOTICE THE LAWS OF THE STATE OF GEORGIA PROHIBIT INSURERS FROM UNFAIRLY DISCRIMINATING AGAINST ANY PERSON BASED UPON HIS OR HER STATUS AS A VICTIM OF FAMILY VIOLENCE.

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SCHEDULE OF BENEFITS

This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to the benefits provided by the Policy under this Certificate please read all the provisions carefully.

Eligible Persons: An Eligible Person is an individual who is a member of the National Better Living Association.

Eligibility Waiting Period: None

MEDICAL INDEMNITY BENEFITS

This Schedule of Benefits provides a brief outline of the Medical Indemnity Benefits provided by the Policy under this Certificate. Please read the Description of Benefits section for full details.

Covered Expense

Benefit Amount

In-Patient Hospital Services

Maximum Daily In-Hospital Benefit	\$1000
Maximum Days per [Plan] Year	30

Additional Daily Benefit for the first day of Hospital confinement (limited to 1

admissions per Plan Year) \$1000

Daily ICU, CCU, NICU or PICU Benefit \$2000 Maximum Days per Plan Year` 30 *

Out-Patient Diagnostic Testing Benefit

Daily Out-Patient Tests \$50

Maximum Days per Plan Year
(limited to one test per day) 1

Hospital Emergency Room Benefit

Benefit Amount per Visit \$100 Maximum Visits per Plan Year 3

Physician Services

Surgery Benefit See Schedule of Surgical Procedures

Maximum Procedures per Plan Year * 1

Anesthesia Benefit 20% of the Surgery Benefit payable for the

procedure performed

Office Visits

Maximum Benefit per Visit \$80

Maximum Number of Visits

^{*} Each day of confinement in an ICU, CCU, NICU, or PICU reduces the available In-Hospital Benefits days by one.

^{*} Exceptions apply - See Schedule of Excepted Procedures

per Plan year 3

Ambulance Service

Benefit per Trip \$100

Maximum Number of Trips

per Plan year 3

Wellness Service Benefit

Benefit per Service \$50

Maximum Services
per Plan Year 1

Contributions The entire cost of this insurance is paid by

Covered Persons.

GENERAL DEFINITIONS

Please note that certain words used in this Certificate have specific meanings. Other than references to he, him, his, you, your, yours, we, us or our the words defined below and capitalized within the text of this Certificate have the meanings set forth below.

Ambulance Service means an entity which is licensed by the state, where required, which provides local air or land transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured. A Trip means transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured, for example:

- 1. from a Covered Person's home, the scene of an accident or medical emergency to a Hospital or skilled nursing facility; or
- 2. between Hospitals; or
- 3. between a Hospital and skilled nursing facility

Company or we, us or our means HM Life Insurance Company, domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

- 1. occurs while the Covered Employee is covered under this Certificate;
- 2. treatment must be rendered within 72 hours of such Covered Accident:
- 3. is not contributed to by disease, sickness, or mental or bodily infirmity; and
- 4. is not otherwise excluded under the terms of this Certificate.

Covered Member means an Eligible Person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by us and required premium has been paid when due and for whom coverage under this Certificate remains in force.

Covered Expenses means the benefits shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Medical Indemnity Benefits* section of this Certificate. Covered Expenses must be Incurred by a Covered Person for Treatment of a Covered Accident or a Covered Sickness.

Covered Person means a Covered Member, an eligible spouse and eligible dependent children who are covered under this Certificate.

Covered Sickness means a bodily disorder, disease, physical or mental condition, functional nervous disorder, pregnancy, or complication of pregnancy that:

- 1. is first manifested while the Covered Person is covered under this Certificate or is not subject to the Pre-Existing Condition Limitation; and
- 2. is not otherwise excluded under the terms of this Certificate.

A Covered Sickness includes congenital defects and birth abnormalities of a newborn child.

Eligible Dependent means the Covered Member's:

- 1. lawful spouse, unless such spouse is eligible for medical coverage as a Covered Employee under this Policy; and
- 2. unmarried natural or step child, unless such child is eligible for medical coverage as a Covered Employee under this Policy and who:
 - a. is less than 26 years old; or
 - b. becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for dependent children. The Company must receive proof of incapacity within 31 days after coverage would otherwise terminate. This insurance will continue for as long as the Covered Employee's insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age 26:
 - c. is adopted by or placed for adoption with, or is party in a suit for adoption by, the Covered Employee; or
 - d. is required to be provided coverage by the Insured or his spouse under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609[a]).

Eligible Person means an individual as defined in the Schedule of Benefits

He, him or his means an individual, male or female.

Hospital means an institution that meets all of the following:

- 1. it is licensed and accredited by the Joint Commission on Accreditation of Health Care Organizations as a Hospital pursuant to applicable law; it is primarily and continuously engaged in providing medical care and treatment to a sick and injured persons;
- 2. it is managed under the supervision of a staff of legally licensed physicians;
- 3. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 4. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
- 5. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

- 1. rehabilitation, convalescent or custodial care;
- 2. the aged; or
- 3. Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person Incurs an expense.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident or a Covered Sickness. Separate Hospital Stays due to the same Covered Accident or Covered Sickness will be treated as one Hospital Stay unless (a) separated by at least 90 days or (b) a Covered Employee returns to Active Service for 30 or more days between Hospital Stays.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day or twenty-four (24) continuous hours in a Hospital and incurred room and board charges. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case The term "Inpatient" shall mean a Covered Person is required to be confined for a period of at least a full day or twenty-four (24) continuous hours as determined by the Hospital.

Member means a member of the National Better Living Association

Out-Patient means a Covered Person who receives covered treatment, services and supplies while not an Inpatient in a Hospital.

Physician means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

- 1. employed or retained by the Policyholder; or
- 2. living in the Covered Person's household; or
- 3. a parent, sibling, spouse or child of the Covered Person.

Pre-Existing Condition means any injury sustained in an accident that occurred, or a sickness that first manifested itself before the Covered Person's effective date of coverage under this Policy and for which the Covered Person has not received any diagnosis, medical advice, care or treatment within the 6-month period immediately preceding His effective date of coverage.

A pregnancy that existed on a Covered Person's effective date will not be considered as a Pre-Existing Condition.

Benefits for Pre-Existing Conditions may be limited. Please read the *Description of Medical Indemnity Benefits* section for any applicable limitations.]

Policyholder means the entity shown on the cover page of this policy.

Treatment means care, services or supplies, provided by or at the direction of a Physician for a Covered Expense.

You or your mean the Covered Member.

ELIGIBILITY, EFFECTIVE DATE, TERMINATION AND CONTINUATION PROVISIONS

Certificate Effective Date

We agree to provide Medical Indemnity Insurance Benefits described in this Certificate in consideration of your enrollment and payment of the contributions, if any, when due. Your coverage under this Certificate's begins on the date you are eligible.

Eligibility

A Member becomes eligible for insurance under the Policy on first of the month following the date he becomes Eligible Person. Dependents of an Eligible Person become eligible for any dependent insurance provided by this Certificate on the later of first of the month following the date the Member becomes eligible and first of the month following the date the spouse or dependent child meets the applicable definition shown in the *Definitions* section of this Policy.

No person may be eligible for insurance under the Policy as both a Member and a spouse or dependent child at the same time.

If both spouses are eligible as a Member, the dependent children may be covered under only one Member, but not both of them.

If both spouses meet the definition of an Eligible Person, as shown in the *Schedule of Benefits* and have:

- 1. No dependent children both may be insured as a Covered Member or one may elect to insure the other as an Eligible Dependent.
- 2. Dependent children, both may be insured as a Covered Member but only one may elect dependent coverage to insure dependent children.

A spouse that does not meet the definition of an Eligible Member or a dependent child may elect to be insured as an Eligible Dependent provided one spouse meets the definition of an Eligible Person as shown in the *Schedule of Benefits*.

You must enroll for your insurance and your Eligible Dependents insurance and agree to make any required contributions for that coverage when due. Your insurance and your Eligible Dependent's insurance will be effective on the first of the month following the date we receive a completed enrollment form and the required first contribution.

Insurance becomes effective for a newborn dependent child automatically from the moment of the child's live birth. Insurance for that dependent child will end automatically 31 days later unless the Member enrolls the child and pays the required initial premium with 31 days of the child's birth.

Effective Date of Changes

Any increase or decrease in the amount of insurance for a Covered Person resulting from a change in benefits provided by this Policy will take effect on first of the month following the date of such change. Increases will take effect subject to any Pre-Existing Condition limitation.

Termination of Insurance

Please read the *Continuation Provisions* section of this Certificate for information on continuation after eligibility for coverage would otherwise end.

The insurance on a Covered Person will end on the earliest date below:

- 1. first of the month following the date this Certificate or insurance for a Covered Class is terminated:
- 2. the next premium due date after first of the month following the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Certificate;
- 3. the last day of the last period for which contributions, if any, are paid;
- 4. the end of any period of continuation, as provided in the Continuation Provisions; and
- 5. with respect to an Eligible Dependent, first of the month following the date of the death of the Covered Employee or first of the month following the date of divorce from the Covered Employee[;]
- [6. the next premium due date after first of the month following the date the Covered Person attains age 70].

Termination will not affect a claim for Covered Expenses Incurred while coverage was in effect.

Continuation Provisions

Continuation may be available after the termination of this insurance. Please contact your employer for details.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to us within 31 days after a Covered Expense is Incurred or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to us at our Administrative Office. Notice should include the Policyholder's name and policy number and the Covered Person's name, address, and Policy Number.

Claim Forms

We will send claim forms for filing proof of loss when we receive notice of a claim. If such forms are not sent within 15 days after we receive notice, the proof requirements will be met by submitting, within the time fixed in this Certificate for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to us must be given to us at our Administrative Office within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which we

are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to lack of legal capacity.

Time of Payment of Claims

We will pay benefits due under this Certificate for any loss immediately upon receipt of due written or authorized electronic proof of such loss.

Payment of Claims

All benefits will be paid in United States currency. All benefits payable under this Certificate, unless otherwise stated, will be payable to the Covered Person or to his estate.

Claim Administration

For plans subject to the Employee Retirement Income Security Act (ERISA), The plan administrator of the employer's employee welfare benefit plan (the plan) has selected us as the plan fiduciary under federal law for the review of claims for benefits provided by this Certificate and for deciding appeals of denied claims. In this role we shall have the authority, in our discretion, to interpret the terms of plan documents, to decide questions of eligibility for coverage or benefits under the plan, and to make any related findings of fact. All decisions made by us in this capacity shall be final and binding on participants and beneficiaries of the plan to the full extent permitted by state and federal law.

We will have no fiduciary responsibility with respect to the administration of the plan except as described above. It is understood that our sole liability to the plan and to participants and beneficiaries under the plan shall be for the payment of benefits provided under this Certificate.

We may contract with another entity to perform this function on our behalf.

Physical Examination and Autopsy

We, at our own expense, have the right and opportunity to examine the Covered Person when and as often as we may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Certificate less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Certificate. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods.

- 1. A request for lump sum payment of the overpaid amount.
- 2. A reduction of any amounts payable under this Certificate.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

GENERAL PROVISIONS

10 Day Right To Examine Certificate

If a Covered Person is not satisfied with the Certificate for any reason, it may be returned to Us within 10 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any Covered Person that wants to make an assignment of his insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Covered Person's insurance (including an assignment on a form furnished by us or by the Policyholder).

Incontestability

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the terms of the Policy, all statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his applicable representative shall be given a copy.

After two years from a Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Certificate are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

DESCRIPTION OF INDEMNITY MEDICAL BENEFITS

This Section describes the Medical Indemnity Benefits provided by this Certificate. Benefit amounts and any applicable benefit-specific maximums or limits are shown in the *Schedule of* Benefits. Please read these sections in order to understand all of the terms, conditions and limitations applicable to these benefits.

MEDICAL EXPENSE BENEFITS

We will pay the benefits amount shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for Treatment of an injury sustained in a Covered Accident or for Treatment of a Covered Sickness. All benefit amounts and any applicable maximums are shown in the *Schedule of Benefits*, and, unless otherwise specified, are payable on a per Covered Person basis. For other than Surgery, the amount we will pay is limited to the dollar amount shown in the Schedule of Benefits for the

Covered Expense, The amount we will pay for any one Surgical Procedure is limited to the dollar amount shown in the *Schedule of Surgical Procedures*.

Covered Expenses:

In-Patient Hospital Services

If a Covered Person while insured is confined in a hospital as a result of a Covered Accident or a Covered Sickness, we will pay a benefit for each day of Confinement, up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits*. No benefit will be paid for any day the Covered Person is not under the regular care and attendance of a Physician.

Benefits will be payable for a Covered Person while confined in an intensive care unit, coronary care unit, neonatal intensive care unit or pediatric intensive care unit up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits* for a Covered Accident or Covered Sickness. This benefit and the Daily In-Hospital Benefit together will be limited to the Maximum Number of Days as shown in the *Schedule of Benefits* for the Daily In-Hospital Benefit.

The Maximum Days shown in the *Schedule of Benefits* applies to the total of days of intensive, coronary, neonatal or pediatric intensive care and any other days of confinement per Plan year.

No benefit will be paid for any period the Covered Person is not confined to a Hospital as an inpatient during a Hospital Stay.

Outpatient Diagnostic Testing Services

We will pay a benefit for Outpatient Diagnostic Testing Services when laboratory tests or x-rays are performed for the purpose of diagnosis of a Covered Accident or Covered Sickness as indicated by symptoms that would suggest an Injury or Sickness has occurred, while the Covered Person is not confined in a Hospital. This benefit is limited to once per Testing Day, not to exceed the Maximum Number of Testing Days per Plan Year shown in the Schedule of Benefits.

Emergency Room Treatment

We will pay a Hospital Emergency Room Benefit for Treatment provided in an outpatient emergency room of a Hospital or licensed facility, up to the maximum number of visits annually shown in the *Schedule of Benefits*.

Physician Services

Surgery – If a Covered Person undergoes a surgical procedure listed in the Schedule of Surgical Procedures as a result of a Covered Accident or Sickness, and surgery is performed in a Hospital while confined or on an outpatient basis, Ambulatory Surgical Center, or in the Physician's office, we will pay the benefit shown in the *Schedule of Surgical Procedures*.

A list of common procedures and the maximum amount for each is shown in the Schedule of Surgical Procedures.

If two or more procedures are performed through the same incision or operative site, the benefit paid will be for only the procedure that has the larger benefit. If more than one procedure is performed, but each through a separate incision or in a separate operative field, the amount payable will be the specified amount for the primary procedure plus 50% of the amount payable for all other surgical procedures performed.

With respect to a surgical procedure not listed in the Schedule of Surgical Procedures, we will pay an indemnity benefit amount consistent with similar procedures that are listed in the

Schedule of Surgical Procedures.

Anesthesia – We will pay a percentage, as shown in the *Schedule of Benefits*, of the surgical benefit for anesthesia and its administration.

Office Visits – We will pay the Physician Office Visit Benefit, shown in the *Schedule of Benefits*, for a Physician office visit as a result of a Covered Sickness or Covered Accident, for services rendered in the Hospital Emergency Room for a Covered Sickness and a wellness / physical visit up to the Maximum Number of Office Visits per Plan Year shown in the *Schedule of Benefits*.

Ambulance Services

Benefits are payable for professional transportation furnished by a duly licensed ambulance service to the nearest facility equipped to treat a Person's Covered Accident or Sickness. This does not include transportation solely to the Covered Person's personal Physician, or to secure treatment from a Physician, or a facility of greater renown.

We will pay Covered Expenses Incurred for Ambulance Service up to the maximum number of trips shown in the *Schedule of Benefits*.

Wellness Service Benefit

We will pay Covered Expenses Incurred for Wellness Services rendered to a Covered Person, up to the maximum number of services shown in the *Schedule of Benefits*. Wellness services are limited to the following services: PAP Smear, PSA or immunization.

Limitation for Pre-Existing Conditions

We will not pay any benefits for treatment of a Covered Person's Pre-Existing Condition until he has been insured under this Policy for continuous period of 12 months.

Excluded Expenses

The following will not be Covered Expenses under this Indemnity Medical Benefit unless specifically provided elsewhere in this Certificate:

- 1. treatment that is solely for the purpose of rest care or custodial care and any associated transportation;
- 2. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complication thereof this exclusion does not apply to:
 - a. cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
 - b. reconstruction incidental to or following surgery resulting from a covered Accident or Sickness or from trauma, infection or other diseases of the involved part;
 - c. correction of a congenital defect or anomaly that results in a functional defect of a covered dependent child;
 - d. with respect to a mastectomy:
 - i. all stages of reconstruction of the breast on which the mastectomy has been performed;
 - ii. surgery and reconstruction of the other breast to produce a symmetrical appearance; and
 - iii. treatment of physical complications for all stages of the mastectomy, including lymphedema;

- 3. examinations needed for employment, obtaining insurance or travel;
- 4. voluntary abortion, unless:
 - a. the life of the mother would be endangered if the fetus were carried to term; or
 - b. medical complications have arisen from an abortion;
- 5. sex change procedures;
- 6. reversal of sterilizations:
- 7. diagnosis and treatment of infertility;
- 8. treatment of exogenous obesity, gastric bypass surgery or weight control unless Medically Necessary;
- 9. routine eye examinations or fitting of glasses or contact lenses;
- 10. hearing examinations or fitting of hearing aids;
- 11. dental examinations or dental care other than expenses resulting from a Covered Accident;
- 12. smoking cessation;
- 13. suicide or any attempt threat, while sane or insane, or any intentionally self-inflicted injury or Sickness, unless as a result of a medical condition or an act of domestic violence;
- 14. participation in a riot, civil commotion, civil disobedience, insurrection or unlawful assembly, unless a loss that occurs while a Covered Person is acting in a lawful manner within the scope of authority;
- 15. committing, attempting to commit, or taking part in a felony or assault;
- 16. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, mountain climbing, spelunking or hang gliding;
- 17. air travel, except:
 - a. as a fare-paying passenger on a commercial airline on a regularly scheduled route
 - b. on a charter flight operated by a scheduled airline; or
 - c. as a passenger for transportation only and not as a pilot or crew member;
- 18. the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which a Covered Accident occurred;
- 19. any treatment for an accident or sickness resulting from the use of a controlled substance by a Covered Person that is not provided by or at the direction of a Physician;
- 20. an act of war, whether declared or undeclared, or while performing police duty as member of any military or naval organization. This exclusion includes a Covered Accident occurring or Sickness contracted while in the service of any military, naval or air force of any country engaged in war (the Company will refund the pro rata unearned premium for any such period the Covered Person is not covered);
- 21. an accident or sickness arising out of and in the course of any occupation for compensation,

- wage or profit or expenses which are payable under Workers' Compensation, Occupational Disease or similar law, whether or not application for such benefits has been made:
- 22. any treatment received or expenses incurred during a period of time that insurance for a Covered Person is not in force;
- 23. any treatment received or expenses incurred after this Policy has terminated;
- 24. any service, supply or treatment that is not provided by or at the direction of a Physician;
- 25. treatment of any accident or sickness outside the United States or Canada;
- 26. transportation except as provided for in Ambulance Services;
- 27. benefits for services or treatment rendered by any person who is:
 - a. employed or retained by the Policyholder;
 - b. living in the Covered Person's household;
 - c. a parent, sibling, spouse or child of a Covered Member or of his spouse; or
 - d. a Covered Person treating himself[; or]

[28. the treatment of:

CDT 4

- a. mental illness;
- b. functional or organic nervous disorder, regardless of cause;
- c. alcohol abuse;
- d. drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed].

SCHEDULE OF SURGICAL PROCEDURES

CPT-4		
Codes	Description	Amount
10060	I&D of Abscess, Simple	\$140
10061	I&D of Abscess, Complex	\$320
19000	Puncture Aspiration of cyst of Breast	\$160
19120	Removal of Breast Lesion	\$920
19180	Mastectomy, Simple	\$1,540
19240	Removal of Breast	\$2,300
20550	Injection; Single Tendon Sheath or Ligament	\$120
20600	Drain/Inject Joint/Bursa	\$120
20605	Drain/Inject Joint/Bursa	\$120
22554	Neck Spine Fusion	\$5,000
23500	Closed tx, clavicle fracture	\$380
25560	Closted tx, radius fracture	\$720
27230	Closed tx, femur fracture.	\$1,100
27816	Closed tx, ankle fracture	\$780
28415	Closed tx, humerus fracture	\$2,440

29580	Application of Paste Boot	\$100
35301	Re-channeling of Artery	\$3,660
36415	Drawing blood	\$20
36489	Insertion of Catheter, Vein	\$320
36533	Insertion of Access Port	\$1,180
38562	Removal, Pelvic Lymph Nodes	\$2,440
38770	Remove Pelvis Lymph Nodes	\$2,960
38780	Remove Abdomen Lymph Nodes	\$4,880
44005	Freeing of Bowel Adhesion	\$1,980
44140	Partial Removal of Colon	\$2,840
44950	Appendectomy	\$1,440
44970	Laparoscopy surgical appendectomy	\$1,440
45378	Diagnostic Colonoscopy	\$840
45560	Repair of Rectocele	\$940
46255	Hemorrhoidectomy, internal and external	\$1,120
47600	Cholecystectomy	\$2,600
49000	Exploration of Abdomen	\$1,740
49320	Laparoscopy, diagnostic	\$1,240
49505	Repair Inguinal Hernia	\$1,420
49560	Repair Abdominal Hernia	\$1,720
50590	Lithotripsy, extracorporeal shock wave	\$3,320
51840	Bladder repair/vesical neck	\$2,400
52612	TURP	\$2,200
55810	Prostatectomy, perineal radical	\$4,120
57240	Repair Bladder & Vagina	\$1,360
57280	Suspension of Vagina	\$2,120
57282	Repair of Vaginal Prolapse	\$2,120
58150	Total Hysterectomy	\$2,500
58260	Vaginal Hysterectomy	\$2,420
58400	Suspension of Uterus	\$1,640
58600	Division of fallopian tube	\$1,160
58700	Removal of fallopian tube	\$1,520
58720	Removal of ovary/tube(s)	\$1,780
58740	Revise Fallopian Tube(s)	\$1,860
58750	Repair Oviduct	\$3,040
58770	Create New Tubal Opening	\$2,660
58925	Removal of ovarian cyst(s)	\$1,360

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58940	Removal of ovary(s)	\$1,360
59121	Surgical Treatment of Ectopic pregnancy w/o salpingectomy	\$1,900
59150	Treat Ectopic Pregnancy	\$1,900
59400	Obstetrical Care	\$2,480
59409	Obstetrical Care; Vaginal Delivery Only – w/o Postpartum Care	\$1,300
59410	Obstetrical Care; Vaginal Delivery – with Postpartum Care	\$1,440
59510	Cesarean delivery	\$3,060
59851	Abortion	\$1,440
61154	Pierce Skull, Remove Clot	\$3,940
61312	Open Skull for Drainage	\$5,000
62284	Injection for Myelogram	\$640
63030	Low Back Disk Surgery	\$4,480
63035	Added Spinal Disk Surgery	\$1,460
63047	Removal of Spinal Lamina	\$5,000
63048	Removal of Spinal Lamina	\$1,760
63075	Neck Spine Disk Surgery	\$4,620
64721	Carpal Tunnel Surgery	\$1,440
65855	Laser Surgery of Eye	\$1,380
66170	Glaucoma Surgery	\$1,860
66761	Revision of Iris	\$1,100
66984	Remove Cataract, Insert Lens	\$2,660
67210	Treatment of Retinal Lesion	\$1,420
67820	Revise Eyelashes	\$140
67840	Remove Eyelid Lesion	\$360
68761	Close Tear Duct Opening	\$220



A HIGHMARK COMPANY

HM Life Insurance Company

HM Life Insurance Company of New York

> HM Casualty Insurance Company

> > **RBS** Re

HM Benefits Administrators November 16, 2011

Arkansas Department of Insurance

(VIA SERFF)

Re: HM Life Insurance Company

NAIC Co. #93440

Indemnity Medical Insurance Filing

National Better Living Association Form Filling:

HM905-LMP (10/10) et al,

SERFF Tracking ID: HMRK-127828823;

State Tracking ID: 50280

Dear Ms. Minor:

Thank you for your continued review of this filing. In response to your objection letter of November 16, 2011 a statement has been placed on all four of the certificate face pages that certificates issued in Arkansas are governed by Arkansas.

Attached for your review are red-lined copies of the forms as well as clean copies. The placing of this statement is the only change made to the forms.

If you have any questions, please contact me at the left-side address, by telephone at 412-544-0923 or if you prefer via e-mail to Jennifer.bayich@hminsurancegroup.com. Thank you in advance for your time and consideration.

Sincerely,

Jennifer L. Bayich, Esq.

Regulatory Compliance Consultant

Mailing Address PO Box 535061 Pittsburgh, PA 15253-5061

Overnight Deliveries

Fifth Avenue Place 120 Fifth Avenue Pittsburgh, PA 15222-3099

www.hminsurancegroup.com

Telephone 412-544-1000 800-328-5433

SERFF Tracking Number: HMRK-127828823 State: Arkansas
Filing Company: HM Life Insurance Company State Tracking Number: 50280

Company Tracking Number: HM905-LMP (10/10)

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: LMBP

Project Name/Number: NBLA Filing/HM905-LMP (10/10)

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
11/16/2011	Form	Certificate	11/21/2011	NBLA HM905 LMC _1010_ P250.pdf (Superceded)
11/16/2011	Form	Certificate	11/21/2011	NBLA HM905 LMC _1010_ P300.pdf (Superceded)
11/16/2011	Form	Certificate	11/21/2011	NBLA HM905 LMC _1010_ P500.pdf (Superceded)
11/16/2011	Form	Certificate	11/21/2011	NBLA HM905 LMC _1010_ P1000.pdf (Superceded)

HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

HM Life Insurance Company, certifies that you will be insured under the Group Policy Number issued to the Policyholder shown below during the time, in the manner, and for the amounts provided in the Group Policy.

President

Mile Sullin

POLICYHOLDER: National Better Living Association

GROUP POLICY NUMBER: *

POLICY EFFECTIVE DATE: December 1, 2011

CERTIFICATE EFFECTIVE DATE: December 1, 2011

STATE OF ISSUE: Georgia

A Group Policy has been issued to the Policyholder. Your coverage under that Group Policy is shown in this Certificate. If your coverage is changed by an amendment to the Group Policy, We will provide the Policyholder with a revised Certificate or other notice to be given to you.

PLEASE READ THIS CERTIFICATE CAREFULLY

This Certificate of Insurance has a Table of Contents to help you find specific provisions. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Certificate Effective Date shown above, at the Policyholder's address. The laws of the State of Issue shown above govern this Certificate.

"You" and "your" refer to the Covered Employee. The "Company", we", "us", and "our" refer to **HM Life Insurance Company**. Other defined terms are printed with an initial capital letter.

GROUP INDEMNITY MEDICAL INSURANCE CERITFICATE
 NON-PARTICIPATING

THIS CERTIFICATE DESCRIBES THE GROUP INDEMNITY MEDICAL INSURANCE PROVIDED UNDER THE GROUP POLICY. THE GROUP POLICY DOES NOT PROVIDE MAJOR MEDICAL OR COMPREHENSIVE MEDICAL INSURANCE.

NOTICE

THE LAWS OF THE STATE OF GEORGIA
PROHIBIT INSURERS FROM UNFAIRLY DISCRIMINATING
AGAINST ANY PERSON BASED UPON HIS OR HER STATUS AS A VICTIM OF FAMILY VIOLENCE.

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SCHEDULE OF BENEFITS

This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to the benefits provided by the Policy under this Certificate please read all the provisions carefully.

Eligible Persons: An Eligible Person is an individual who is a member of the National Better Living Association.

Eligibility Waiting Period: None

MEDICAL INDEMNITY BENEFITS

This Schedule of Benefits provides a brief outline of the Medical Indemnity Benefits provided by the Policy under this Certificate. Please read the Description of Benefits section for full details.

Covered Expense

Benefit Amount

In-Patient Hospital Services

Maximum Daily In-Hospital Benefit	\$250
Maximum Days per [Plan] Year	30

Additional Daily Benefit for the first day of Hospital confinement (limited to 1

admissions per Plan Year) \$250

Daily ICU, CCU, NICU or PICU Benefit \$500 Maximum Days per Plan Year` 30 *

Out-Patient Diagnostic Testing Benefit

Daily Out-Patient Tests \$50 Maximum Days per Plan Year (limited to one test per day) 1

Physician Services

Surgery Benefit See Schedule of Surgical Procedures

Maximum Procedures per Plan Year *

^{*} Exceptions apply – See Schedule of Excepted Procedures

Anesthesia Benefit	20% of the Surgery Benefit payable for the
Allestilesia Delletti	20 % of the Surgery benefit payable for the

procedure performed

Office Visits

Maximum Benefit per Visit \$30

Maximum Number of Visits

per Plan year 3

Wellness Service Benefit

Benefit per Service \$50

HM905-LMC (10/10) 3 Platinum 250

^{*} Each day of confinement in an ICU, CCU, NICU, or PICU reduces the available In-Hospital Benefits days by one.

1

Contributions

The entire cost of this insurance is paid by Covered Persons.

GENERAL DEFINITIONS

Please note that certain words used in this Certificate have specific meanings. Other than references to he, him, his, you, your, yours, we, us or our the words defined below and capitalized within the text of this Certificate have the meanings set forth below.

Ambulance Service means an entity which is licensed by the state, where required, which provides local air or land transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured. A Trip means transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured, for example:

- 1. from a Covered Person's home, the scene of an accident or medical emergency to a Hospital or skilled nursing facility; or
- 2. between Hospitals; or
- 3. between a Hospital and skilled nursing facility

Company or we, us or our means HM Life Insurance Company, domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

- 1. occurs while the Covered Employee is covered under this Certificate;
- 2. treatment must be rendered within 72 hours of such Covered Accident;
- 3. is not contributed to by disease, sickness, or mental or bodily infirmity; and
- 4. is not otherwise excluded under the terms of this Certificate.

Covered Member means an Eligible Person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by us and required premium has been paid when due and for whom coverage under this Certificate remains in force.

Covered Expenses means the benefits shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Medical Indemnity Benefits* section of this Certificate. Covered Expenses must be Incurred by a Covered Person for Treatment of a Covered Accident or a Covered Sickness.

Covered Person means a Covered Member, an eligible spouse and eligible dependent children who are covered under this Certificate.

Covered Sickness means a bodily disorder, disease, physical or mental condition, functional nervous disorder, pregnancy, or complication of pregnancy that:

1. is first manifested while the Covered Person is covered under this Certificate or is not subject to the Pre-Existing Condition Limitation; and

2. is not otherwise excluded under the terms of this Certificate.

A Covered Sickness includes congenital defects and birth abnormalities of a newborn child.

Eligible Dependent means the Covered Member's:

- 1. lawful spouse, unless such spouse is eligible for medical coverage as a Covered Employee under this Policy; and
- 2. unmarried natural or step child, unless such child is eligible for medical coverage as a Covered Employee under this Policy and who:
 - a. is less than 26 years old; or
 - b. becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for dependent children. The Company must receive proof of incapacity within 31 days after coverage would otherwise terminate. This insurance will continue for as long as the Covered Employee's insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age 26;
 - c. is adopted by or placed for adoption with, or is party in a suit for adoption by, the Covered Employee; or
 - d. is required to be provided coverage by the Insured or his spouse under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609[a]).

Eligible Person means an individual as defined in the Schedule of Benefits

He, him or his means an individual, male or female.

Hospital means an institution that meets all of the following:

- 1. it is licensed and accredited by the Joint Commission on Accreditation of Health Care Organizations as a Hospital pursuant to applicable law; it is primarily and continuously engaged in providing medical care and treatment to a sick and injured persons:
- 2. it is managed under the supervision of a staff of legally licensed physicians;
- 3. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 4. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
- 5. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

- 1. rehabilitation, convalescent or custodial care;
- 2. the aged; or
- 3. Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person Incurs an expense.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident or a Covered Sickness. Separate Hospital Stays due to the same Covered Accident or Covered Sickness will be treated as one Hospital Stay unless (a) separated by at least 90 days or (b) a Covered Employee returns to Active Service for 30 or more days between Hospital Stays.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day or twenty-four (24) continuous hours in a Hospital and incurred room and board charges. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case The term "Inpatient" shall mean a Covered Person is required to be confined for a period of at least a full day or twenty-four (24) continuous hours as determined by the Hospital.

Member means a member of the National Better Living Association

Out-Patient means a Covered Person who receives covered treatment, services and supplies while not an Inpatient in a Hospital.

Physician means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

- 1. employed or retained by the Policyholder; or
- 2. living in the Covered Person's household; or
- 3. a parent, sibling, spouse or child of the Covered Person.

Pre-Existing Condition means any injury sustained in an accident that occurred, or a sickness that first manifested itself before the Covered Person's effective date of coverage under this Policy and for which the Covered Person has not received any diagnosis, medical advice, care or treatment within the 6-month period immediately preceding His effective date of coverage.

A pregnancy that existed on a Covered Person's effective date will not be considered as a Pre-Existing Condition.

Benefits for Pre-Existing Conditions may be limited. Please read the *Description of Medical Indemnity Benefits* section for any applicable limitations.]

Policyholder means the entity shown on the cover page of this policy.

Treatment means care, services or supplies, provided by or at the direction of a Physician for a Covered Expense.

You or your mean the Covered Member.

ELIGIBILITY, EFFECTIVE DATE, TERMINATION AND CONTINUATION PROVISIONS

Certificate Effective Date

We agree to provide Medical Indemnity Insurance Benefits described in this Certificate in

consideration of your enrollment and payment of the contributions, if any, when due. Your coverage under this Certificate's begins on the date you are eligible.

Eligibility

A Member becomes eligible for insurance under the Policy on first of the month following the date he becomes Eligible Person. Dependents of an Eligible Person become eligible for any dependent insurance provided by this Certificate on the later of first of the month following the date the Member becomes eligible and first of the month following the date the spouse or dependent child meets the applicable definition shown in the *Definitions* section of this Policy.

No person may be eligible for insurance under the Policy as both a Member and a spouse or dependent child at the same time.

If both spouses are eligible as a Member, the dependent children may be covered under only one Member, but not both of them.

If both spouses meet the definition of an Eligible Person, as shown in the *Schedule of Benefits* and have:

- 1. No dependent children both may be insured as a Covered Member or one may elect to insure the other as an Eligible Dependent.
- 2. Dependent children, both may be insured as a Covered Member but only one may elect dependent coverage to insure dependent children.

A spouse that does not meet the definition of an Eligible Member or a dependent child may elect to be insured as an Eligible Dependent provided one spouse meets the definition of an Eligible Person as shown in the *Schedule of Benefits*.

You must enroll for your insurance and your Eligible Dependents insurance and agree to make any required contributions for that coverage when due. Your insurance and your Eligible Dependent's insurance will be effective on the first of the month following the date we receive a completed enrollment form and the required first contribution.

Insurance becomes effective for a newborn dependent child automatically from the moment of the child's live birth. Insurance for that dependent child will end automatically 31 days later unless the Member enrolls the child and pays the required initial premium with 31 days of the child's birth.

Effective Date of Changes

Any increase or decrease in the amount of insurance for a Covered Person resulting from a change in benefits provided by this Policy will take effect on first of the month following the date of such change. Increases will take effect subject to any Pre-Existing Condition limitation.

Termination of Insurance

Please read the *Continuation Provisions* section of this Certificate for information on continuation after eligibility for coverage would otherwise end.

The insurance on a Covered Person will end on the earliest date below:

1. first of the month following the date this Certificate or insurance for a Covered Class is terminated;

- 2. the next premium due date after first of the month following the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Certificate:
- 3. the last day of the last period for which contributions, if any, are paid;
- 4. the end of any period of continuation, as provided in the Continuation Provisions; and
- 5. with respect to an Eligible Dependent, first of the month following the date of the death of the Covered Employee or first of the month following the date of divorce from the Covered Employee[;]
- [6. the next premium due date after first of the month following the date the Covered Person attains age 70].

Termination will not affect a claim for Covered Expenses Incurred while coverage was in effect.

Continuation Provisions

Continuation may be available after the termination of this insurance. Please contact your employer for details.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to us within 31 days after a Covered Expense is Incurred or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to us at our Administrative Office. Notice should include the Policyholder's name and policy number and the Covered Person's name, address, and Policy Number.

Claim Forms

We will send claim forms for filing proof of loss when we receive notice of a claim. If such forms are not sent within 15 days after we receive notice, the proof requirements will be met by submitting, within the time fixed in this Certificate for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to us must be given to us at our Administrative Office within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which we are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to lack of legal capacity.

Time of Payment of Claims

We will pay benefits due under this Certificate for any loss immediately upon receipt of due written or authorized electronic proof of such loss.

Payment of Claims

All benefits will be paid in United States currency. All benefits payable under this Certificate, unless otherwise stated, will be payable to the Covered Person or to his estate.

Claim Administration

For plans subject to the Employee Retirement Income Security Act (ERISA), The plan administrator of the employer's employee welfare benefit plan (the plan) has selected us as the plan fiduciary under federal law for the review of claims for benefits provided by this Certificate and for deciding appeals of denied claims. In this role we shall have the authority, in our discretion, to interpret the terms of plan documents, to decide questions of eligibility for coverage or benefits under the plan, and to make any related findings of fact. All decisions made by us in this capacity shall be final and binding on participants and beneficiaries of the plan to the full extent permitted by state and federal law.

We will have no fiduciary responsibility with respect to the administration of the plan except as described above. It is understood that our sole liability to the plan and to participants and beneficiaries under the plan shall be for the payment of benefits provided under this Certificate.

We may contract with another entity to perform this function on our behalf.

Physical Examination and Autopsy

We, at our own expense, have the right and opportunity to examine the Covered Person when and as often as we may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Certificate less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Certificate. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods.

- 1. A request for lump sum payment of the overpaid amount.
- 2. A reduction of any amounts payable under this Certificate.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

GENERAL PROVISIONS

10 Day Right To Examine Certificate

If a Covered Person is not satisfied with the Certificate for any reason, it may be returned to Us within 10 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any Covered Person that wants to make an assignment of his insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Covered Person's insurance (including an assignment on a form furnished by us or by the Policyholder).

Incontestability

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the terms of the Policy, all statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his applicable representative shall be given a copy.

After two years from a Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Certificate are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

DESCRIPTION OF INDEMNITY MEDICAL BENEFITS

This Section describes the Medical Indemnity Benefits provided by this Certificate. Benefit amounts and any applicable benefit-specific maximums or limits are shown in the *Schedule of* Benefits. Please read these sections in order to understand all of the terms, conditions and limitations applicable to these benefits.

MEDICAL EXPENSE BENEFITS

We will pay the benefits amount shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for Treatment of an injury sustained in a Covered Accident or for Treatment of a Covered Sickness. All benefit amounts and any applicable maximums are shown in the *Schedule of Benefits*, and, unless otherwise specified, are payable on a per Covered Person basis. For other than Surgery, the amount we will pay is limited to the dollar amount shown in the Schedule of Benefits for the Covered Expense, The amount we will pay for any one Surgical Procedure is limited to the dollar amount shown in the *Schedule of Surgical Procedures*.

Covered Expenses:

In-Patient Hospital Services

If a Covered Person while insured is confined in a hospital as a result of a Covered Accident or a Covered Sickness, we will pay a benefit for each day of Confinement, up to the Maximum

Number of Days per Plan year, as shown in the *Schedule of Benefits*. No benefit will be paid for any day the Covered Person is not under the regular care and attendance of a Physician.

Benefits will be payable for a Covered Person while confined in an intensive care unit, coronary care unit, neonatal intensive care unit or pediatric intensive care unit up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits* for a Covered Accident or Covered Sickness. This benefit and the Daily In-Hospital Benefit together will be limited to the Maximum Number of Days as shown in the *Schedule of Benefits* for the Daily In-Hospital Benefit.

The Maximum Days shown in the *Schedule of Benefits* applies to the total of days of intensive, coronary, neonatal or pediatric intensive care and any other days of confinement per Plan year.

No benefit will be paid for any period the Covered Person is not confined to a Hospital as an inpatient during a Hospital Stay.

Outpatient Diagnostic Testing Services

We will pay a benefit for Outpatient Diagnostic Testing Services when laboratory tests or x-rays are performed for the purpose of diagnosis of a Covered Accident or Covered Sickness as indicated by symptoms that would suggest an Injury or Sickness has occurred, while the Covered Person is not confined in a Hospital. This benefit is limited to once per Testing Day, not to exceed the Maximum Number of Testing Days per Plan Year shown in the Schedule of Benefits.

Physician Services

Surgery – If a Covered Person undergoes a surgical procedure listed in the Schedule of Surgical Procedures as a result of a Covered Accident or Sickness, and surgery is performed in a Hospital while confined or on an outpatient basis, Ambulatory Surgical Center, or in the Physician's office, we will pay the benefit shown in the *Schedule of Surgical Procedures*.

A list of common procedures and the maximum amount for each is shown in the Schedule of Surgical Procedures.

If two or more procedures are performed through the same incision or operative site, the benefit paid will be for only the procedure that has the larger benefit. If more than one procedure is performed, but each through a separate incision or in a separate operative field, the amount payable will be the specified amount for the primary procedure plus 50% of the amount payable for all other surgical procedures performed.

With respect to a surgical procedure not listed in the *Schedule of Surgical Procedures*, we will pay an indemnity benefit amount consistent with similar procedures that are listed in the *Schedule of Surgical Procedures*.

Anesthesia – We will pay a percentage, as shown in the *Schedule of Benefits*, of the surgical benefit for anesthesia and its administration.

Office Visits – We will pay the Physician Office Visit Benefit, shown in the *Schedule of Benefits*, for a Physician office visit as a result of a Covered Sickness or Covered Accident, for services rendered in the Hospital Emergency Room for a Covered Sickness and a wellness / physical visit up to the Maximum Number of Office Visits per Plan Year shown in the *Schedule of Benefits*.

Wellness Service Benefit

We will pay Covered Expenses Incurred for Wellness Services rendered to a Covered Person, up to the maximum number of services shown in the *Schedule of Benefits*. Wellness services are limited to the following services: PAP Smear, PSA or immunization.

Limitation for Pre-Existing Conditions

We will not pay any benefits for treatment of a Covered Person's Pre-Existing Condition until he has been insured under this Policy for continuous period of 12 months.

Excluded Expenses

The following will not be Covered Expenses under this Indemnity Medical Benefit unless specifically provided elsewhere in this Certificate:

- 1. treatment that is solely for the purpose of rest care or custodial care and any associated transportation;
- 2. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complication thereof this exclusion does not apply to:
 - a. cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
 - b. reconstruction incidental to or following surgery resulting from a covered Accident or Sickness or from trauma, infection or other diseases of the involved part;
 - c. correction of a congenital defect or anomaly that results in a functional defect of a covered dependent child;
 - d. with respect to a mastectomy:
 - all stages of reconstruction of the breast on which the mastectomy has been performed;
 - ii. surgery and reconstruction of the other breast to produce a symmetrical appearance; and
 - iii. treatment of physical complications for all stages of the mastectomy, including lymphedema;
- 3. examinations needed for employment, obtaining insurance or travel;
- 4. voluntary abortion, unless:
 - a. the life of the mother would be endangered if the fetus were carried to term; or
 - b. medical complications have arisen from an abortion;
- 5. sex change procedures;
- 6. reversal of sterilizations;
- 7. diagnosis and treatment of infertility;
- 8. treatment of exogenous obesity, gastric bypass surgery or weight control unless Medically Necessary:
- 9. routine eye examinations or fitting of glasses or contact lenses;
- 10. hearing examinations or fitting of hearing aids;
- 11. dental examinations or dental care other than expenses resulting from a Covered Accident;
- 12. smoking cessation;

- 13. suicide or any attempt threat, while sane or insane, or any intentionally self-inflicted injury or Sickness, unless as a result of a medical condition or an act of domestic violence:
- participation in a riot, civil commotion, civil disobedience, insurrection or unlawful assembly, unless a loss that occurs while a Covered Person is acting in a lawful manner within the scope of authority;
- 15. committing, attempting to commit, or taking part in a felony or assault;
- 16. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, mountain climbing, spelunking or hang gliding;
- 17. air travel, except:
 - a. as a fare-paying passenger on a commercial airline on a regularly scheduled route
 - b. on a charter flight operated by a scheduled airline; or
 - c. as a passenger for transportation only and not as a pilot or crew member;
- 18. the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which a Covered Accident occurred;
- 19. any treatment for an accident or sickness resulting from the use of a controlled substance by a Covered Person that is not provided by or at the direction of a Physician;
- 20. an act of war, whether declared or undeclared, or while performing police duty as member of any military or naval organization. This exclusion includes a Covered Accident occurring or Sickness contracted while in the service of any military, naval or air force of any country engaged in war (the Company will refund the pro rata unearned premium for any such period the Covered Person is not covered);
- 21. an accident or sickness arising out of and in the course of any occupation for compensation, wage or profit or expenses which are payable under Workers' Compensation, Occupational Disease or similar law, whether or not application for such benefits has been made;
- 22. any treatment received or expenses incurred during a period of time that insurance for a Covered Person is not in force:
- 23. any treatment received or expenses incurred after this Policy has terminated;
- 24. any service, supply or treatment that is not provided by or at the direction of a Physician;
- 25. treatment of any accident or sickness outside the United States or Canada;
- 26. transportation except as provided for in Ambulance Services;
- 27. benefits for services or treatment rendered by any person who is:
 - a. employed or retained by the Policyholder;
 - b. living in the Covered Person's household;
 - c. a parent, sibling, spouse or child of a Covered Member or of his spouse; or
 - d. a Covered Person treating himself[; or]

[28. the treatment of:

- a. mental illness;
- b. functional or organic nervous disorder, regardless of cause;

- c. alcohol abuse;d. drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed].

SCHEDULE OF SURGICAL PROCEDURES

CPT-4 Codes	Description	Amount
10060	I&D of Abscess, Simple	\$7
10061	I&D of Abscess, Complex	\$16
19000	Puncture Aspiration of cyst of Breast	\$8
19120	Removal of Breast Lesion	\$46
19180	Mastectomy, Simple	\$77
19240	Removal of Breast	\$115
20550	Injection; Single Tendon Sheath or Ligament	\$6
20600	Drain/Inject Joint/Bursa	\$6
20605	Drain/Inject Joint/Bursa	\$6
22554	Neck Spine Fusion	\$250
23500	Closed tx, clavicle fracture	\$19
25560	Closted tx, radius fracture	\$36
27230	Closed tx, femur fracture.	\$55
27816	Closed tx, ankle fracture	\$39
28415	Closed tx, humerus fracture	\$122
29580	Application of Paste Boot	\$5
35301	Re-channeling of Artery	\$183
36415	Drawing blood	\$1
36489	Insertion of Catheter, Vein	\$16
36533	Insertion of Access Port	\$59
38562	Removal, Pelvic Lymph Nodes	\$122
38770	Remove Pelvis Lymph Nodes	\$148
38780	Remove Abdomen Lymph Nodes	\$244
44005	Freeing of Bowel Adhesion	\$99
44140	Partial Removal of Colon	\$142
44950	Appendectomy	\$122
44970	Laparoscopy surgical appendectomy	\$122
45378	Diagnostic Colonoscopy	\$42
45560	Repair of Rectocele	\$47
46255	Hemorrhoidectomy, internal and external	\$56
47600	Cholecystectomy	\$130
49000	Exploration of Abdomen	\$87

49320	Laparoscopy, diagnostic	\$62
49505	Repair Inguinal Hernia	\$71
49560	Repair Abdominal Hernia	\$86
50590	Lithotripsy, extracorporeal shock wave	\$166
51840	Bladder repair/vesical neck	\$120
52612	TURP	\$120
55810	Prostatectomy, perineal radical	\$206
57240	Repair Bladder & Vagina	\$68
57280	Suspension of Vagina	\$106
57282	Repair of Vaginal Prolapse	\$106
58150	Total Hysterectomy	\$125
58260	Vaginal Hysterectomy	\$121
58400	Suspension of Uterus	\$82
58600	Division of fallopian tube	\$58
58700	Removal of fallopian tube	\$126
58720	Removal of ovary/tube(s)	\$89
58740	Revise Fallopian Tube(s)	\$93
58750	Repair Oviduct	\$152
58770	Create New Tubal Opening	\$133
58925	Removal of ovarian cyst(s)	\$68
58940	Removal of ovary(s)	\$68
59121	Surgical Treatment of Ectopic pregnancy w/o salpingectomy	\$95
59150	Treat Ectopic Pregnancy	\$95
59400	Obstetrical Care Obstetrical Care; Vaginal Delivery Only – w/o Postpartum	\$124
59409	Care	\$65
59410	Obstetrical Care; Vaginal Delivery – with Postpartum Care	\$122
59510	Cesarean delivery Abortion	\$153
59851		\$72
61154	Pierce Skull, Remove Clot	\$197
61312	Open Skull for Drainage	\$250
62284	Injection for Myelogram	\$32
63030 63035	Low Back Disk Surgery	\$224
	Added Spinal Disk Surgery	\$73
63047	Removal of Spinal Lamina	\$250 \$88
63048 63075	Removal of Spinal Lamina Neck Spine Disk Surgery	эоо \$231
64721	Carpal Tunnel Surgery	\$231 \$72
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65855	Laser Surgery of Eye	\$69
66170	Glaucoma Surgery	\$93
66761	Revision of Iris	\$55
66984	Remove Cataract, Insert Lens	\$133
67210	Treatment of Retinal Lesion	\$71
67820	Revise Eyelashes	\$7
67840	Remove Eyelid Lesion	\$18
68761	Close Tear Duct Opening	\$11

HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

HM Life Insurance Company, certifies that you will be insured under the Group Policy Number issued to the Policyholder shown below during the time, in the manner, and for the amounts provided in the Group Policy.

President

Mile Sullin

POLICYHOLDER: National Better Living Association

GROUP POLICY NUMBER: *

POLICY EFFECTIVE DATE: December 1, 2011

CERTIFICATE EFFECTIVE DATE: December 1, 2011

STATE OF ISSUE: Georgia

A Group Policy has been issued to the Policyholder. Your coverage under that Group Policy is shown in this Certificate. If your coverage is changed by an amendment to the Group Policy, We will provide the Policyholder with a revised Certificate or other notice to be given to you.

PLEASE READ THIS CERTIFICATE CAREFULLY

This Certificate of Insurance has a Table of Contents to help you find specific provisions. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Certificate Effective Date shown above, at the Policyholder's address. The laws of the State of Issue shown above govern this Certificate.

"You" and "your" refer to the Covered Employee. The "Company", we", "us", and "our" refer to **HM Life Insurance Company**. Other defined terms are printed with an initial capital letter.

GROUP INDEMNITY MEDICAL INSURANCE CERITFICATE
 NON-PARTICIPATING

THIS CERTIFICATE DESCRIBES THE GROUP INDEMNITY MEDICAL INSURANCE PROVIDED UNDER THE GROUP POLICY. THE GROUP POLICY DOES NOT PROVIDE MAJOR MEDICAL OR COMPREHENSIVE MEDICAL INSURANCE.

NOTICE

THE LAWS OF THE STATE OF GEORGIA
PROHIBIT INSURERS FROM UNFAIRLY DISCRIMINATING
AGAINST ANY PERSON BASED UPON HIS OR HER STATUS AS A VICTIM OF FAMILY VIOLENCE.

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SCHEDULE OF BENEFITS

This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to the benefits provided by the Policy under this Certificate please read all the provisions carefully.

Eligible Persons: An Eligible Person is an individual who is a member of the National Better Living Association.

Eligibility Waiting Period: None

MEDICAL INDEMNITY BENEFITS

This *Schedule of Benefits* provides a brief outline of the Medical Indemnity Benefits provided by the Policy under this Certificate. Please read the *Description of Benefits* section for full details.

Covered Expense

Benefit Amount

In-Patient Hospital Services

Maximum Daily In-Hospital Benefit	\$300
Maximum Days per [Plan] Year	30

Additional Daily Benefit for the first day of Hospital confinement (limited to 1

admissions per Plan Year) \$300

Daily ICU, CCU, NICU or PICU Benefit \$600 Maximum Days per Plan Year` 30 *

Out-Patient Diagnostic Testing Benefit

Daily Out-Patient Tests \$50

Maximum Days per Plan Year
(limited to one test per day) 1

Hospital Emergency Room Benefit

Benefit Amount per Visit \$100 Maximum Visits per Plan Year 2

Physician Services

Surgery Benefit See Schedule of Surgical Procedures]
Maximum Procedures

per Plan Year *

Anesthesia Benefit 20% of the Surgery Benefit payable for the

procedure performed

Office Visits

Maximum Benefit per Visit \$80

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^{*} Each day of confinement in an ICU, CCU, NICU, or PICU reduces the available In-Hospital Benefits days by one.

^{*} Exceptions apply – See Schedule of Excepted Procedures

Maximum Number of Visits

per Plan year 3

Ambulance Service

Benefit per Trip \$100

Maximum Number of Trips

per Plan year 3

Wellness Service Benefit

Benefit per Service \$50

Maximum Services

per Plan Year

ContributionsThe entire cost of this insurance is paid by

Covered Persons.

GENERAL DEFINITIONS

Please note that certain words used in this Certificate have specific meanings. Other than references to he, him, his, you, your, yours, we, us or our the words defined below and capitalized within the text of this Certificate have the meanings set forth below.

Ambulance Service means an entity which is licensed by the state, where required, which provides local air or land transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured. A Trip means transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured, for example:

- 1. from a Covered Person's home, the scene of an accident or medical emergency to a Hospital or skilled nursing facility; or
- 2. between Hospitals; or
- 3. between a Hospital and skilled nursing facility

Company or we, us or our means HM Life Insurance Company, domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

- 1. occurs while the Covered Employee is covered under this Certificate:
- 2. treatment must be rendered within 72 hours of such Covered Accident;
- 3. is not contributed to by disease, sickness, or mental or bodily infirmity; and
- 4. is not otherwise excluded under the terms of this Certificate.

Covered Member means an Eligible Person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by us and required premium has been paid when due and for whom coverage under this Certificate remains in force.

Covered Expenses means the benefits shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Medical Indemnity Benefits* section of this Certificate. Covered Expenses must be Incurred by a Covered Person for Treatment of a Covered Accident or a

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Covered Sickness.

Covered Person means a Covered Member, an eligible spouse and eligible dependent children who are covered under this Certificate.

Covered Sickness means a bodily disorder, disease, physical or mental condition, functional nervous disorder, pregnancy, or complication of pregnancy that:

- 1. is first manifested while the Covered Person is covered under this Certificate or is not subject to the Pre-Existing Condition Limitation; and
- 2. is not otherwise excluded under the terms of this Certificate.

A Covered Sickness includes congenital defects and birth abnormalities of a newborn child.

Eligible Dependent means the Covered Member's:

- 1. lawful spouse, unless such spouse is eligible for medical coverage as a Covered Employee under this Policy; and
- 2. unmarried natural or step child, unless such child is eligible for medical coverage as a Covered Employee under this Policy and who:
 - a. is less than 26 years old; or
 - b. becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for dependent children. The Company must receive proof of incapacity within 31 days after coverage would otherwise terminate. This insurance will continue for as long as the Covered Employee's insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age 26;
 - c. is adopted by or placed for adoption with, or is party in a suit for adoption by, the Covered Employee; or
 - d. is required to be provided coverage by the Insured or his spouse under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609[a]).

Eligible Person means an individual as defined in the Schedule of Benefits

He, him or his means an individual, male or female.

Hospital means an institution that meets all of the following:

- 1. it is licensed and accredited by the Joint Commission on Accreditation of Health Care Organizations as a Hospital pursuant to applicable law; it is primarily and continuously engaged in providing medical care and treatment to a sick and injured persons:
- 2. it is managed under the supervision of a staff of legally licensed physicians;
- 3. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 4. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;

5. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

- 1. rehabilitation, convalescent or custodial care;
- 2. the aged; or
- 3. Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person Incurs an expense.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident or a Covered Sickness. Separate Hospital Stays due to the same Covered Accident or Covered Sickness will be treated as one Hospital Stay unless (a) separated by at least 90 days or (b) a Covered Employee returns to Active Service for 30 or more days between Hospital Stays.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day or twenty-four (24) continuous hours in a Hospital and incurred room and board charges. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case The term "Inpatient" shall mean a Covered Person is required to be confined for a period of at least a full day or twenty-four (24) continuous hours as determined by the Hospital.

Member means a member of the National Better Living Association

Out-Patient means a Covered Person who receives covered treatment, services and supplies while not an Inpatient in a Hospital.

Physician means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

- 1. employed or retained by the Policyholder; or
- 2. living in the Covered Person's household; or
- 3. a parent, sibling, spouse or child of the Covered Person.

Pre-Existing Condition means any injury sustained in an accident that occurred, or a sickness that first manifested itself before the Covered Person's effective date of coverage under this Policy and for which the Covered Person has not received any diagnosis, medical advice, care or treatment within the 6-month period immediately preceding His effective date of coverage.

A pregnancy that existed on a Covered Person's effective date will not be considered as a Pre-Existing Condition.

Benefits for Pre-Existing Conditions may be limited. Please read the *Description of Medical Indemnity Benefits* section for any applicable limitations.]

Policyholder means the entity shown on the cover page of this policy.

Treatment means care, services or supplies, provided by or at the direction of a Physician for a Covered Expense.

You or your mean the Covered Member.

ELIGIBILITY, EFFECTIVE DATE, TERMINATION AND CONTINUATION PROVISIONS

Certificate Effective Date

We agree to provide Medical Indemnity Insurance Benefits described in this Certificate in consideration of your enrollment and payment of the contributions, if any, when due. Your coverage under this Certificate's begins on the date you are eligible.

Eligibility

A Member becomes eligible for insurance under the Policy on first of the month following the date he becomes Eligible Person. Dependents of an Eligible Person become eligible for any dependent insurance provided by this Certificate on the later of first of the month following the date the Member becomes eligible and first of the month following the date the spouse or dependent child meets the applicable definition shown in the *Definitions* section of this Policy.

No person may be eligible for insurance under the Policy as both a Member and a spouse or dependent child at the same time.

If both spouses are eligible as a Member, the dependent children may be covered under only one Member, but not both of them.

If both spouses meet the definition of an Eligible Person, as shown in the *Schedule of Benefits* and have:

- 1. No dependent children both may be insured as a Covered Member or one may elect to insure the other as an Eligible Dependent.
- 2. Dependent children, both may be insured as a Covered Member but only one may elect dependent coverage to insure dependent children.

A spouse that does not meet the definition of an Eligible Member or a dependent child may elect to be insured as an Eligible Dependent provided one spouse meets the definition of an Eligible Person as shown in the Schedule of Benefits.

You must enroll for your insurance and your Eligible Dependents insurance and agree to make any required contributions for that coverage when due. Your insurance and your Eligible Dependent's insurance will be effective on the first of the month following the date we receive a completed enrollment form and the required first contribution.

Insurance becomes effective for a newborn dependent child automatically from the moment of the child's live birth. Insurance for that dependent child will end automatically 31 days later unless the Member enrolls the child and pays the required initial premium with 31 days of the child's birth.

Effective Date of Changes

Any increase or decrease in the amount of insurance for a Covered Person resulting from a change in benefits provided by this Policy will take effect on first of the month following the date of such change. Increases will take effect subject to any Pre-Existing Condition limitation.

Termination of Insurance

Please read the *Continuation Provisions* section of this Certificate for information on continuation after eligibility for coverage would otherwise end.

The insurance on a Covered Person will end on the earliest date below:

- 1. first of the month following the date this Certificate or insurance for a Covered Class is terminated;
- 2. the next premium due date after first of the month following the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Certificate:
- 3. the last day of the last period for which contributions, if any, are paid;
- 4. the end of any period of continuation, as provided in the Continuation Provisions; and
- 5. with respect to an Eligible Dependent, first of the month following the date of the death of the Covered Employee or first of the month following the date of divorce from the Covered Employee[;]
- [6. the next premium due date after first of the month following the date the Covered Person attains age 70].

Termination will not affect a claim for Covered Expenses Incurred while coverage was in effect.

Continuation Provisions

Continuation may be available after the termination of this insurance. Please contact your employer for details.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to us within 31 days after a Covered Expense is Incurred or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to us at our Administrative Office. Notice should include the Policyholder's name and policy number and the Covered Person's name, address, and Policy Number.

Claim Forms

We will send claim forms for filing proof of loss when we receive notice of a claim. If such forms are not sent within 15 days after we receive notice, the proof requirements will be met by submitting, within the time fixed in this Certificate for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to us must be given to us at our Administrative Office within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then

proof of loss must be submitted within 90 days after the termination of each period for which we are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to lack of legal capacity.

Time of Payment of Claims

We will pay benefits due under this Certificate for any loss immediately upon receipt of due written or authorized electronic proof of such loss.

Payment of Claims

All benefits will be paid in United States currency. All benefits payable under this Certificate, unless otherwise stated, will be payable to the Covered Person or to his estate.

Claim Administration

For plans subject to the Employee Retirement Income Security Act (ERISA), The plan administrator of the employer's employee welfare benefit plan (the plan) has selected us as the plan fiduciary under federal law for the review of claims for benefits provided by this Certificate and for deciding appeals of denied claims. In this role we shall have the authority, in our discretion, to interpret the terms of plan documents, to decide questions of eligibility for coverage or benefits under the plan, and to make any related findings of fact. All decisions made by us in this capacity shall be final and binding on participants and beneficiaries of the plan to the full extent permitted by state and federal law.

We will have no fiduciary responsibility with respect to the administration of the plan except as described above. It is understood that our sole liability to the plan and to participants and beneficiaries under the plan shall be for the payment of benefits provided under this Certificate.

We may contract with another entity to perform this function on our behalf.

Physical Examination and Autopsy

We, at our own expense, have the right and opportunity to examine the Covered Person when and as often as we may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Certificate less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Certificate. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods.

- 1. A request for lump sum payment of the overpaid amount.
- 2. A reduction of any amounts payable under this Certificate.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment

from the Covered Person's estate.

GENERAL PROVISIONS

10 Day Right To Examine Certificate

If a Covered Person is not satisfied with the Certificate for any reason, it may be returned to Us within 10 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any Covered Person that wants to make an assignment of his insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Covered Person's insurance (including an assignment on a form furnished by us or by the Policyholder).

Incontestability

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the terms of the Policy, all statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his applicable representative shall be given a copy.

After two years from a Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Certificate are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

DESCRIPTION OF INDEMNITY MEDICAL BENEFITS

This Section describes the Medical Indemnity Benefits provided by this Certificate. Benefit amounts and any applicable benefit-specific maximums or limits are shown in the *Schedule of* Benefits. Please read these sections in order to understand all of the terms, conditions and limitations applicable to these benefits.

MEDICAL EXPENSE BENEFITS

We will pay the benefits amount shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for Treatment of an injury sustained in a Covered Accident or for Treatment of a Covered Sickness. All benefit amounts and any applicable maximums are shown in the *Schedule of Benefits*, and, unless otherwise specified, are payable on a per Covered Person basis. For other than Surgery, the amount we will pay is limited to the dollar amount shown in the Schedule of Benefits for the Covered Expense, The amount we will pay for any one Surgical Procedure is limited to the dollar amount shown in the *Schedule of Surgical Procedures*.

Covered Expenses:

In-Patient Hospital Services

If a Covered Person while insured is confined in a hospital as a result of a Covered Accident or a Covered Sickness, we will pay a benefit for each day of Confinement, up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits*. No benefit will be paid for any day the Covered Person is not under the regular care and attendance of a Physician.

Benefits will be payable for a Covered Person while confined in an intensive care unit, coronary care unit, neonatal intensive care unit or pediatric intensive care unit up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits* for a Covered Accident or Covered Sickness. This benefit and the Daily In-Hospital Benefit together will be limited to the Maximum Number of Days as shown in the *Schedule of Benefits* for the Daily In-Hospital Benefit.

The Maximum Days shown in the *Schedule of Benefits* applies to the total of days of intensive, coronary, neonatal or pediatric intensive care and any other days of confinement per Plan year.

No benefit will be paid for any period the Covered Person is not confined to a Hospital as an inpatient during a Hospital Stay.

Outpatient Diagnostic Testing Services

We will pay a benefit for Outpatient Diagnostic Testing Services when laboratory tests or x-rays are performed for the purpose of diagnosis of a Covered Accident or Covered Sickness as indicated by symptoms that would suggest an Injury or Sickness has occurred, while the Covered Person is not confined in a Hospital. This benefit is limited to once per Testing Day, not to exceed the Maximum Number of Testing Days per Plan Year shown in the Schedule of Benefits.

Emergency Room Treatment

We will pay a Hospital Emergency Room Benefit for Treatment provided in an outpatient emergency room of a Hospital or licensed facility, up to the maximum number of visits annually shown in the *Schedule of Benefits*.

Physician Services

Surgery – If a Covered Person undergoes a surgical procedure listed in the Schedule of Surgical Procedures as a result of a Covered Accident or Sickness, and surgery is performed in a Hospital while confined or on an outpatient basis, Ambulatory Surgical Center, or in the Physician's office, we will pay the benefit shown in the *Schedule of Surgical Procedures*.

A list of common procedures and the maximum amount for each is shown in the Schedule of Surgical Procedures.

If two or more procedures are performed through the same incision or operative site, the benefit paid will be for only the procedure that has the larger benefit. If more than one procedure is performed, but each through a separate incision or in a separate operative field, the amount payable will be the specified amount for the primary procedure plus 50% of the amount payable for all other surgical procedures performed.

With respect to a surgical procedure not listed in the *Schedule of Surgical Procedures*, we will pay an indemnity benefit amount consistent with similar procedures that are listed in the *Schedule of Surgical Procedures*.

Anesthesia – We will pay a percentage, as shown in the *Schedule of Benefits*, of the surgical benefit for anesthesia and its administration.

Office Visits – We will pay the Physician Office Visit Benefit, shown in the *Schedule of Benefits*, for a Physician office visit as a result of a Covered Sickness or Covered Accident, for services rendered in the Hospital Emergency Room for a Covered Sickness and a wellness / physical visit up to the Maximum Number of Office Visits per Plan Year shown in the *Schedule of Benefits*.

Ambulance Services

Benefits are payable for professional transportation furnished by a duly licensed ambulance service to the nearest facility equipped to treat a Person's Covered Accident or Sickness. This does not include transportation solely to the Covered Person's personal Physician, or to secure treatment from a Physician, or a facility of greater renown.

We will pay Covered Expenses Incurred for Ambulance Service up to the maximum number of trips shown in the *Schedule of Benefits*.

Wellness Service Benefit

We will pay Covered Expenses Incurred for Wellness Services rendered to a Covered Person, up to the maximum number of services shown in the *Schedule of Benefits*. Wellness services are limited to the following services: PAP Smear, PSA or immunization.

Limitation for Pre-Existing Conditions

We will not pay any benefits for treatment of a Covered Person's Pre-Existing Condition until he has been insured under this Policy for continuous period of 12 months.

Excluded Expenses

The following will not be Covered Expenses under this Indemnity Medical Benefit unless specifically provided elsewhere in this Certificate:

- 1. treatment that is solely for the purpose of rest care or custodial care and any associated transportation;
- 2. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complication thereof this exclusion does not apply to:
 - a. cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
 - b. reconstruction incidental to or following surgery resulting from a covered Accident or Sickness or from trauma, infection or other diseases of the involved part;
 - c. correction of a congenital defect or anomaly that results in a functional defect of a covered dependent child;

- d. with respect to a mastectomy:
 - all stages of reconstruction of the breast on which the mastectomy has been performed;
 - ii. surgery and reconstruction of the other breast to produce a symmetrical appearance; and
 - iii. treatment of physical complications for all stages of the mastectomy, including lymphedema;
- 3. examinations needed for employment, obtaining insurance or travel;
- 4. voluntary abortion, unless:
 - a. the life of the mother would be endangered if the fetus were carried to term; or
 - b. medical complications have arisen from an abortion;
- 5. sex change procedures;
- 6. reversal of sterilizations;
- 7. diagnosis and treatment of infertility;
- 8. treatment of exogenous obesity, gastric bypass surgery or weight control unless Medically Necessary;
- 9. routine eye examinations or fitting of glasses or contact lenses;
- 10. hearing examinations or fitting of hearing aids;
- 11. dental examinations or dental care other than expenses resulting from a Covered Accident;
- 12. smoking cessation;
- 13. suicide or any attempt threat, while sane or insane, or any intentionally self-inflicted injury or Sickness, unless as a result of a medical condition or an act of domestic violence;
- 14. participation in a riot, civil commotion, civil disobedience, insurrection or unlawful assembly, unless a loss that occurs while a Covered Person is acting in a lawful manner within the scope of authority;
- 15. committing, attempting to commit, or taking part in a felony or assault;
- 16. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, mountain climbing, spelunking or hang gliding;
- 17. air travel, except:
 - a. as a fare-paying passenger on a commercial airline on a regularly scheduled route
 - b. on a charter flight operated by a scheduled airline; or
 - c. as a passenger for transportation only and not as a pilot or crew member;
- 18. the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which a Covered Accident occurred;
- 19. any treatment for an accident or sickness resulting from the use of a controlled substance by a Covered Person that is not provided by or at the direction of a Physician;

- 20. an act of war, whether declared or undeclared, or while performing police duty as member of any military or naval organization. This exclusion includes a Covered Accident occurring or Sickness contracted while in the service of any military, naval or air force of any country engaged in war (the Company will refund the pro rata unearned premium for any such period the Covered Person is not covered);
- 21. an accident or sickness arising out of and in the course of any occupation for compensation, wage or profit or expenses which are payable under Workers' Compensation, Occupational Disease or similar law, whether or not application for such benefits has been made;
- 22. any treatment received or expenses incurred during a period of time that insurance for a Covered Person is not in force:
- 23. any treatment received or expenses incurred after this Policy has terminated;
- 24. any service, supply or treatment that is not provided by or at the direction of a Physician;
- 25. treatment of any accident or sickness outside the United States or Canada;
- 26. transportation except as provided for in Ambulance Services;
- 27. benefits for services or treatment rendered by any person who is:
 - a. employed or retained by the Policyholder;
 - b. living in the Covered Person's household;
 - c. a parent, sibling, spouse or child of a Covered Member or of his spouse; or
 - d. a Covered Person treating himself[; or]

[28. the treatment of:

- a. mental illness;
- b. functional or organic nervous disorder, regardless of cause;
- c. alcohol abuse;
- d. drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed].

SCHEDULE OF SURGICAL PROCEDURES

(CPT-4		
(Codes	Description	Amount
•	10060	I&D of Abscess, Simple	\$28
	10061	I&D of Abscess, Complex	\$64
	19000	Puncture Aspiration of cyst of Breast	\$32
	19120	Removal of Breast Lesion	\$184
	19180	Mastectomy, Simple	\$308
	19240	Removal of Breast	\$460
2	20550	Injection; Single Tendon Sheath or Ligament	\$24
2	20600	Drain/Inject Joint/Bursa	\$24
2	20605	Drain/Inject Joint/Bursa	\$24

22554	Neck Spine Fusion	\$1,000
23500	Closed tx, clavicle fracture	\$76
25560	Closted tx, radius fracture	\$144
27230	Closed tx, femur fracture.	\$220
27816	Closed tx, ankle fracture	\$156
28415	Closed tx, humerus fracture	\$488
29580	Application of Paste Boot	\$20
35301	Re-channeling of Artery	\$732
36415	Drawing blood	\$4
36489	Insertion of Catheter, Vein	\$64
36533	Insertion of Access Port	\$236
38562	Removal, Pelvic Lymph Nodes	\$488
38770	Remove Pelvis Lymph Nodes	\$592
38780	Remove Abdomen Lymph Nodes	\$976
44005	Freeing of Bowel Adhesion	\$396
44140	Partial Removal of Colon	\$568
44950	Appendectomy	\$288
44970	Laparoscopy surgical appendectomy	\$288
45378	Diagnostic Colonoscopy	\$168
45560	Repair of Rectocele	\$188
46255	Hemorrhoidectomy, internal and external	\$224
47600	Cholecystectomy	\$520
49000	Exploration of Abdomen	\$348
49320	Laparoscopy, diagnostic	\$248
49505	Repair Inguinal Hernia	\$284
49560	Repair Abdominal Hernia	\$344
50590	Lithotripsy, extracorporeal shock wave	\$664
51840	Bladder repair/vesical neck	\$480
52612	TURP	\$440
55810	Prostatectomy, perineal radical	\$824
57240	Repair Bladder & Vagina	\$272
57280	Suspension of Vagina	\$424
57282	Repair of Vaginal Prolapse	\$424
58150	Total Hysterectomy	\$500
58260	Vaginal Hysterectomy	\$484
58400	Suspension of Uterus	\$328
58600	Division of fallopian tube	\$232

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58700	Removal of fallopian tube	\$304
58720	Removal of ovary/tube(s)	\$356
58740	Revise Fallopian Tube(s)	\$372
58750	Repair Oviduct	\$608
58770	Create New Tubal Opening	\$532
58925	Removal of ovarian cyst(s)	\$272
58940	Removal of ovary(s)	\$272
59121	Surgical Treatment of Ectopic pregnancy w/o salpingectomy	\$380
59150	Treat Ectopic Pregnancy	\$380
59400	Obstetrical Care Obstetrical Care; Vaginal Delivery Only – w/o Postpartum	\$496
59409	Care	\$260
59410	Obstetrical Care; Vaginal Delivery – with Postpartum Care	\$288
59510	Cesarean delivery	\$612
59851	Abortion	\$288
61154	Pierce Skull, Remove Clot	\$788
61312	Open Skull for Drainage	\$1,000
62284	Injection for Myelogram	\$128
63030	Low Back Disk Surgery	\$896
63035	Added Spinal Disk Surgery	\$292
63047	Removal of Spinal Lamina	\$1,000
63048	Removal of Spinal Lamina	\$352
63075	Neck Spine Disk Surgery	\$924
64721	Carpal Tunnel Surgery	\$288
65855	Laser Surgery of Eye	\$276
66170	Glaucoma Surgery	\$372
66761	Revision of Iris	\$220
66984	Remove Cataract, Insert Lens	\$532
67210	Treatment of Retinal Lesion	\$284
67820	Revise Eyelashes	\$28
67840	Remove Eyelid Lesion	\$72
68761	Close Tear Duct Opening	\$44

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HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

HM Life Insurance Company, certifies that you will be insured under the Group Policy Number issued to the Policyholder shown below during the time, in the manner, and for the amounts provided in the Group Policy.

President

Mile Sullin

POLICYHOLDER: National Better Living Association

GROUP POLICY NUMBER: *

POLICY EFFECTIVE DATE: December 1, 2011

CERTIFICATE EFFECTIVE DATE: December 1, 2011

STATE OF ISSUE: Georgia

A Group Policy has been issued to the Policyholder. Your coverage under that Group Policy is shown in this Certificate. If your coverage is changed by an amendment to the Group Policy, We will provide the Policyholder with a revised Certificate or other notice to be given to you.

PLEASE READ THIS CERTIFICATE CAREFULLY

This Certificate of Insurance has a Table of Contents to help you find specific provisions. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Certificate Effective Date shown above, at the Policyholder's address. The laws of the State of Issue shown above govern this Certificate.

"You" and "your" refer to the Covered Employee. The "Company", we", "us", and "our" refer to **HM Life Insurance Company**. Other defined terms are printed with an initial capital letter.

GROUP INDEMNITY MEDICAL INSURANCE CERITFICATE
 NON-PARTICIPATING

THIS CERTIFICATE DESCRIBES THE GROUP INDEMNITY MEDICAL INSURANCE PROVIDED UNDER THE GROUP POLICY. THE GROUP POLICY DOES NOT PROVIDE MAJOR MEDICAL OR COMPREHENSIVE MEDICAL INSURANCE.

NOTICE

THE LAWS OF THE STATE OF GEORGIA
PROHIBIT INSURERS FROM UNFAIRLY DISCRIMINATING
AGAINST ANY PERSON BASED UPON HIS OR HER STATUS AS A VICTIM OF FAMILY VIOLENCE.

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SCHEDULE OF BENEFITS

This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to the benefits provided by the Policy under this Certificate please read all the provisions carefully.

Eligible Persons: An Eligible Person is an individual who is a member of the National Better Living Association.

Eligibility Waiting Period: None

MEDICAL INDEMNITY BENEFITS

This Schedule of Benefits provides a brief outline of the Medical Indemnity Benefits provided by the Policy under this Certificate. Please read the Description of Benefits section for full details.

Covered Expense

Benefit Amount

In-Patient Hospital Services

Maximum Daily In-Hospital Benefit	\$500
Maximum Days per [Plan] Year	30

Additional Daily Benefit for the first day of Hospital confinement (limited to 1

admissions per Plan Year) \$500

Daily ICU, CCU, NICU or PICU Benefit \$1000 Maximum Days per Plan Year` 30 *

Out-Patient Diagnostic Testing Benefit

Daily Out-Patient Tests \$50 Maximum Days per Plan Year (limited to one test per day) 1

Hospital Emergency Room Benefit

Benefit Amount per Visit \$100 Maximum Visits per Plan Year 3

Physician Services

Surgery Benefit See Schedule of Surgical Procedures

Maximum Procedures per Plan Year * 1

Anesthesia Benefit 20% of the Surgery Benefit payable for the

procedure performed

Office Visits

Maximum Benefit per Visit \$80

Maximum Number of Visits

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^{*} Each day of confinement in an ICU, CCU, NICU, or PICU reduces the available In-Hospital Benefits days by one.

^{*} Exceptions apply - See Schedule of Excepted Procedures

per Plan year 3

Ambulance Service

Benefit per Trip \$100

Maximum Number of Trips

per Plan year 3

Wellness Service Benefit

Benefit per Service \$50

Maximum Services
per Plan Year

Contributions The entire cost of this insurance is paid by

Covered Persons.

GENERAL DEFINITIONS

Please note that certain words used in this Certificate have specific meanings. Other than references to he, him, his, you, your, yours, we, us or our the words defined below and capitalized within the text of this Certificate have the meanings set forth below.

Ambulance Service means an entity which is licensed by the state, where required, which provides local air or land transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured. A Trip means transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured, for example:

- 1. from a Covered Person's home, the scene of an accident or medical emergency to a Hospital or skilled nursing facility; or
- 2. between Hospitals; or
- 3. between a Hospital and skilled nursing facility

Company or we, us or our means HM Life Insurance Company, domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

- 1. occurs while the Covered Employee is covered under this Certificate;
- 2. treatment must be rendered within 72 hours of such Covered Accident;
- 3. is not contributed to by disease, sickness, or mental or bodily infirmity; and
- 4. is not otherwise excluded under the terms of this Certificate.

Covered Member means an Eligible Person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by us and required premium has been paid when due and for whom coverage under this Certificate remains in force.

Covered Expenses means the benefits shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Medical Indemnity Benefits* section of this Certificate. Covered Expenses must be Incurred by a Covered Person for Treatment of a Covered Accident or a Covered Sickness.

Covered Person means a Covered Member, an eligible spouse and eligible dependent children

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who are covered under this Certificate.

Covered Sickness means a bodily disorder, disease, physical or mental condition, functional nervous disorder, pregnancy, or complication of pregnancy that:

- 1. is first manifested while the Covered Person is covered under this Certificate or is not subject to the Pre-Existing Condition Limitation; and
- 2. is not otherwise excluded under the terms of this Certificate.

A Covered Sickness includes congenital defects and birth abnormalities of a newborn child.

Eligible Dependent means the Covered Member's:

- 1. lawful spouse, unless such spouse is eligible for medical coverage as a Covered Employee under this Policy; and
- 2. unmarried natural or step child, unless such child is eligible for medical coverage as a Covered Employee under this Policy and who:
 - a. is less than 26 years old; or
 - b. becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for dependent children. The Company must receive proof of incapacity within 31 days after coverage would otherwise terminate. This insurance will continue for as long as the Covered Employee's insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age 26;
 - c. is adopted by or placed for adoption with, or is party in a suit for adoption by, the Covered Employee; or
 - d. is required to be provided coverage by the Insured or his spouse under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609[a]).

Eligible Person means an individual as defined in the Schedule of Benefits

He, him or his means an individual, male or female.

Hospital means an institution that meets all of the following:

- 1. it is licensed and accredited by the Joint Commission on Accreditation of Health Care Organizations as a Hospital pursuant to applicable law; it is primarily and continuously engaged in providing medical care and treatment to a sick and injured persons;
- 2. it is managed under the supervision of a staff of legally licensed physicians;
- 3. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 4. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
- 5. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

- 1. rehabilitation, convalescent or custodial care;
- 2. the aged; or
- 3. Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person Incurs an expense.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident or a Covered Sickness. Separate Hospital Stays due to the same Covered Accident or Covered Sickness will be treated as one Hospital Stay unless (a) separated by at least 90 days or (b) a Covered Employee returns to Active Service for 30 or more days between Hospital Stays.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day or twenty-four (24) continuous hours in a Hospital and incurred room and board charges. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case The term "Inpatient" shall mean a Covered Person is required to be confined for a period of at least a full day or twenty-four (24) continuous hours as determined by the Hospital.

Member means a member of the National Better Living Association

Out-Patient means a Covered Person who receives covered treatment, services and supplies while not an Inpatient in a Hospital.

Physician means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

- 1. employed or retained by the Policyholder; or
- 2. living in the Covered Person's household; or
- 3. a parent, sibling, spouse or child of the Covered Person.

Pre-Existing Condition means any injury sustained in an accident that occurred, or a sickness that first manifested itself before the Covered Person's effective date of coverage under this Policy and for which the Covered Person has not received any diagnosis, medical advice, care or treatment within the 6-month period immediately preceding His effective date of coverage.

A pregnancy that existed on a Covered Person's effective date will not be considered as a Pre-Existing Condition.

Benefits for Pre-Existing Conditions may be limited. Please read the *Description of Medical Indemnity Benefits* section for any applicable limitations.]

Policyholder means the entity shown on the cover page of this policy.

Treatment means care, services or supplies, provided by or at the direction of a Physician for a Covered Expense.

You or your mean the Covered Member.

ELIGIBILITY, EFFECTIVE DATE, TERMINATION AND CONTINUATION PROVISIONS

Certificate Effective Date

We agree to provide Medical Indemnity Insurance Benefits described in this Certificate in consideration of your enrollment and payment of the contributions, if any, when due. Your coverage under this Certificate's begins on the date you are eligible.

Eligibility

A Member becomes eligible for insurance under the Policy on first of the month following the date he becomes Eligible Person. Dependents of an Eligible Person become eligible for any dependent insurance provided by this Certificate on the later of first of the month following the date the Member becomes eligible and first of the month following the date the spouse or dependent child meets the applicable definition shown in the *Definitions* section of this Policy.

No person may be eligible for insurance under the Policy as both a Member and a spouse or dependent child at the same time.

If both spouses are eligible as a Member, the dependent children may be covered under only one Member, but not both of them.

If both spouses meet the definition of an Eligible Person, as shown in the *Schedule of Benefits* and have:

- 1. No dependent children both may be insured as a Covered Member or one may elect to insure the other as an Eligible Dependent.
- 2. Dependent children, both may be insured as a Covered Member but only one may elect dependent coverage to insure dependent children.

A spouse that does not meet the definition of an Eligible Member or a dependent child may elect to be insured as an Eligible Dependent provided one spouse meets the definition of an Eligible Person as shown in the *Schedule of Benefits*.

You must enroll for your insurance and your Eligible Dependents insurance and agree to make any required contributions for that coverage when due. Your insurance and your Eligible Dependent's insurance will be effective on the first of the month following the date we receive a completed enrollment form and the required first contribution.

Insurance becomes effective for a newborn dependent child automatically from the moment of the child's live birth. Insurance for that dependent child will end automatically 31 days later unless the Member enrolls the child and pays the required initial premium with 31 days of the child's birth.

Effective Date of Changes

Any increase or decrease in the amount of insurance for a Covered Person resulting from a change in benefits provided by this Policy will take effect on first of the month following the date of such change. Increases will take effect subject to any Pre-Existing Condition limitation.

Termination of Insurance

Please read the *Continuation Provisions* section of this Certificate for information on continuation after eligibility for coverage would otherwise end.

The insurance on a Covered Person will end on the earliest date below:

- 1. first of the month following the date this Certificate or insurance for a Covered Class is terminated;
- 2. the next premium due date after first of the month following the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Certificate;
- 3. the last day of the last period for which contributions, if any, are paid;
- 4. the end of any period of continuation, as provided in the Continuation Provisions; and
- 5. with respect to an Eligible Dependent, first of the month following the date of the death of the Covered Employee or first of the month following the date of divorce from the Covered Employee[;]
- [6. the next premium due date after first of the month following the date the Covered Person attains age 70].

Termination will not affect a claim for Covered Expenses Incurred while coverage was in effect.

Continuation Provisions

Continuation may be available after the termination of this insurance. Please contact your employer for details.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to us within 31 days after a Covered Expense is Incurred or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to us at our Administrative Office. Notice should include the Policyholder's name and policy number and the Covered Person's name, address, and Policy Number.

Claim Forms

We will send claim forms for filing proof of loss when we receive notice of a claim. If such forms are not sent within 15 days after we receive notice, the proof requirements will be met by submitting, within the time fixed in this Certificate for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to us must be given to us at our Administrative Office within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which we

are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to lack of legal capacity.

Time of Payment of Claims

We will pay benefits due under this Certificate for any loss immediately upon receipt of due written or authorized electronic proof of such loss.

Payment of Claims

All benefits will be paid in United States currency. All benefits payable under this Certificate, unless otherwise stated, will be payable to the Covered Person or to his estate.

Claim Administration

For plans subject to the Employee Retirement Income Security Act (ERISA), The plan administrator of the employer's employee welfare benefit plan (the plan) has selected us as the plan fiduciary under federal law for the review of claims for benefits provided by this Certificate and for deciding appeals of denied claims. In this role we shall have the authority, in our discretion, to interpret the terms of plan documents, to decide questions of eligibility for coverage or benefits under the plan, and to make any related findings of fact. All decisions made by us in this capacity shall be final and binding on participants and beneficiaries of the plan to the full extent permitted by state and federal law.

We will have no fiduciary responsibility with respect to the administration of the plan except as described above. It is understood that our sole liability to the plan and to participants and beneficiaries under the plan shall be for the payment of benefits provided under this Certificate.

We may contract with another entity to perform this function on our behalf.

Physical Examination and Autopsy

We, at our own expense, have the right and opportunity to examine the Covered Person when and as often as we may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Certificate less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Certificate. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods.

- 1. A request for lump sum payment of the overpaid amount.
- 2. A reduction of any amounts payable under this Certificate.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

GENERAL PROVISIONS

10 Day Right To Examine Certificate

If a Covered Person is not satisfied with the Certificate for any reason, it may be returned to Us within 10 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any Covered Person that wants to make an assignment of his insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Covered Person's insurance (including an assignment on a form furnished by us or by the Policyholder).

Incontestability

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the terms of the Policy, all statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his applicable representative shall be given a copy.

After two years from a Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Certificate are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

DESCRIPTION OF INDEMNITY MEDICAL BENEFITS

This Section describes the Medical Indemnity Benefits provided by this Certificate. Benefit amounts and any applicable benefit-specific maximums or limits are shown in the *Schedule of* Benefits. Please read these sections in order to understand all of the terms, conditions and limitations applicable to these benefits.

MEDICAL EXPENSE BENEFITS

We will pay the benefits amount shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for Treatment of an injury sustained in a Covered Accident or for Treatment of a Covered Sickness. All benefit amounts and any applicable maximums are shown in the *Schedule of Benefits*, and, unless otherwise specified, are payable on a per Covered Person basis. For other than Surgery, the amount we will pay is limited to the dollar amount shown in the Schedule of Benefits for the

Covered Expense, The amount we will pay for any one Surgical Procedure is limited to the dollar amount shown in the *Schedule of Surgical Procedures*.

Covered Expenses:

In-Patient Hospital Services

If a Covered Person while insured is confined in a hospital as a result of a Covered Accident or a Covered Sickness, we will pay a benefit for each day of Confinement, up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits*. No benefit will be paid for any day the Covered Person is not under the regular care and attendance of a Physician.

Benefits will be payable for a Covered Person while confined in an intensive care unit, coronary care unit, neonatal intensive care unit or pediatric intensive care unit up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits* for a Covered Accident or Covered Sickness. This benefit and the Daily In-Hospital Benefit together will be limited to the Maximum Number of Days as shown in the *Schedule of Benefits* for the Daily In-Hospital Benefit.

The Maximum Days shown in the *Schedule of Benefits* applies to the total of days of intensive, coronary, neonatal or pediatric intensive care and any other days of confinement per Plan year.

No benefit will be paid for any period the Covered Person is not confined to a Hospital as an inpatient during a Hospital Stay.

Outpatient Diagnostic Testing Services

We will pay a benefit for Outpatient Diagnostic Testing Services when laboratory tests or x-rays are performed for the purpose of diagnosis of a Covered Accident or Covered Sickness as indicated by symptoms that would suggest an Injury or Sickness has occurred, while the Covered Person is not confined in a Hospital. This benefit is limited to once per Testing Day, not to exceed the Maximum Number of Testing Days per Plan Year shown in the Schedule of Benefits.

Emergency Room Treatment

We will pay a Hospital Emergency Room Benefit for Treatment provided in an outpatient emergency room of a Hospital or licensed facility, up to the maximum number of visits annually shown in the *Schedule of Benefits*.

Physician Services

Surgery – If a Covered Person undergoes a surgical procedure listed in the Schedule of Surgical Procedures as a result of a Covered Accident or Sickness, and surgery is performed in a Hospital while confined or on an outpatient basis, Ambulatory Surgical Center, or in the Physician's office, we will pay the benefit shown in the *Schedule of Surgical Procedures*.

A list of common procedures and the maximum amount for each is shown in the Schedule of Surgical Procedures.

If two or more procedures are performed through the same incision or operative site, the benefit paid will be for only the procedure that has the larger benefit. If more than one procedure is performed, but each through a separate incision or in a separate operative field, the amount payable will be the specified amount for the primary procedure plus 50% of the amount payable for all other surgical procedures performed.

With respect to a surgical procedure not listed in the Schedule of Surgical Procedures, we will pay an indemnity benefit amount consistent with similar procedures that are listed in the

Schedule of Surgical Procedures.

Anesthesia – We will pay a percentage, as shown in the *Schedule of Benefits*, of the surgical benefit for anesthesia and its administration.

Office Visits – We will pay the Physician Office Visit Benefit, shown in the *Schedule of Benefits*, for a Physician office visit as a result of a Covered Sickness or Covered Accident, for services rendered in the Hospital Emergency Room for a Covered Sickness and a wellness / physical visit up to the Maximum Number of Office Visits per Plan Year shown in the *Schedule of Benefits*.

Ambulance Services

Benefits are payable for professional transportation furnished by a duly licensed ambulance service to the nearest facility equipped to treat a Person's Covered Accident or Sickness. This does not include transportation solely to the Covered Person's personal Physician, or to secure treatment from a Physician, or a facility of greater renown.

We will pay Covered Expenses Incurred for Ambulance Service up to the maximum number of trips shown in the *Schedule of Benefits*.

Wellness Service Benefit

We will pay Covered Expenses Incurred for Wellness Services rendered to a Covered Person, up to the maximum number of services shown in the *Schedule of Benefits*. Wellness services are limited to the following services: PAP Smear, PSA or immunization.

Limitation for Pre-Existing Conditions

We will not pay any benefits for treatment of a Covered Person's Pre-Existing Condition until he has been insured under this Policy for continuous period of 12 months.

Excluded Expenses

The following will not be Covered Expenses under this Indemnity Medical Benefit unless specifically provided elsewhere in this Certificate:

- 1. treatment that is solely for the purpose of rest care or custodial care and any associated transportation;
- 2. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complication thereof this exclusion does not apply to:
 - a. cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
 - b. reconstruction incidental to or following surgery resulting from a covered Accident or Sickness or from trauma, infection or other diseases of the involved part;
 - c. correction of a congenital defect or anomaly that results in a functional defect of a covered dependent child;
 - d. with respect to a mastectomy:
 - i. all stages of reconstruction of the breast on which the mastectomy has been performed;
 - ii. surgery and reconstruction of the other breast to produce a symmetrical appearance; and
 - iii. treatment of physical complications for all stages of the mastectomy, including lymphedema;

- 3. examinations needed for employment, obtaining insurance or travel;
- 4. voluntary abortion, unless:
 - a. the life of the mother would be endangered if the fetus were carried to term; or
 - b. medical complications have arisen from an abortion;
- 5. sex change procedures;
- 6. reversal of sterilizations:
- 7. diagnosis and treatment of infertility;
- 8. treatment of exogenous obesity, gastric bypass surgery or weight control unless Medically Necessary;
- 9. routine eye examinations or fitting of glasses or contact lenses;
- 10. hearing examinations or fitting of hearing aids;
- 11. dental examinations or dental care other than expenses resulting from a Covered Accident;
- 12. smoking cessation;
- 13. suicide or any attempt threat, while sane or insane, or any intentionally self-inflicted injury or Sickness, unless as a result of a medical condition or an act of domestic violence;
- 14. participation in a riot, civil commotion, civil disobedience, insurrection or unlawful assembly, unless a loss that occurs while a Covered Person is acting in a lawful manner within the scope of authority;
- 15. committing, attempting to commit, or taking part in a felony or assault;
- 16. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, mountain climbing, spelunking or hang gliding;
- 17. air travel, except:
 - a. as a fare-paying passenger on a commercial airline on a regularly scheduled route
 - b. on a charter flight operated by a scheduled airline; or
 - c. as a passenger for transportation only and not as a pilot or crew member;
- 18. the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which a Covered Accident occurred;
- 19. any treatment for an accident or sickness resulting from the use of a controlled substance by a Covered Person that is not provided by or at the direction of a Physician;
- 20. an act of war, whether declared or undeclared, or while performing police duty as member of any military or naval organization. This exclusion includes a Covered Accident occurring or Sickness contracted while in the service of any military, naval or air force of any country engaged in war (the Company will refund the pro rata unearned premium for any such period the Covered Person is not covered);
- 21. an accident or sickness arising out of and in the course of any occupation for compensation,

- wage or profit or expenses which are payable under Workers' Compensation, Occupational Disease or similar law, whether or not application for such benefits has been made;
- 22. any treatment received or expenses incurred during a period of time that insurance for a Covered Person is not in force;
- 23. any treatment received or expenses incurred after this Policy has terminated;
- 24. any service, supply or treatment that is not provided by or at the direction of a Physician;
- 25. treatment of any accident or sickness outside the United States or Canada;
- 26. transportation except as provided for in Ambulance Services;
- 27. benefits for services or treatment rendered by any person who is:
 - a. employed or retained by the Policyholder;
 - b. living in the Covered Person's household;
 - c. a parent, sibling, spouse or child of a Covered Member or of his spouse; or
 - d. a Covered Person treating himself[; or]

[28. the treatment of:

CDT 4

- a. mental illness;
- b. functional or organic nervous disorder, regardless of cause;
- c. alcohol abuse;
- d. drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed].

SCHEDULE OF SURGICAL PROCEDURES

CPT-4		
Codes	Description	Amount
10060	I&D of Abscess, Simple	\$56
10061	I&D of Abscess, Complex	\$128
19000	Puncture Aspiration of cyst of Breast	\$64
19120	Removal of Breast Lesion	\$368
19180	Mastectomy, Simple	\$616
19240	Removal of Breast	\$920
20550	Injection; Single Tendon Sheath or Ligament	\$48
20600	Drain/Inject Joint/Bursa	\$48
20605	Drain/Inject Joint/Bursa	\$48
22554	Neck Spine Fusion	\$2,000
23500	Closed tx, clavicle fracture	\$152
25560	Closted tx, radius fracture	\$288
27230	Closed tx, femur fracture.	\$440
27816	Closed tx, ankle fracture	\$312
28415	Closed tx, humerus fracture	\$976

29580	Application of Paste Boot	\$40
35301	Re-channeling of Artery	\$1,464
36415	Drawing blood	\$8
36489	Insertion of Catheter, Vein	\$128
36533	Insertion of Access Port	\$472
38562	Removal, Pelvic Lymph Nodes	\$976
38770	Remove Pelvis Lymph Nodes	\$1,184
38780	Remove Abdomen Lymph Nodes	\$1,952
44005	Freeing of Bowel Adhesion	\$792
44140	Partial Removal of Colon	\$1,136
44950	Appendectomy	\$576
44970	Laparoscopy surgical appendectomy	\$576
45378	Diagnostic Colonoscopy	\$336
45560	Repair of Rectocele	\$376
46255	Hemorrhoidectomy, internal and external	\$448
47600	Cholecystectomy	\$1,040
49000	Exploration of Abdomen	\$696
49320	Laparoscopy, diagnostic	\$496
49505	Repair Inguinal Hernia	\$568
49560	Repair Abdominal Hernia	\$688
50590	Lithotripsy, extracorporeal shock wave	\$1,328
51840	Bladder repair/vesical neck	\$960
52612	TURP	\$880
55810	Prostatectomy, perineal radical	\$1,648
57240	Repair Bladder & Vagina	\$544
57280	Suspension of Vagina	\$848
57282	Repair of Vaginal Prolapse	\$848
58150	Total Hysterectomy	\$1,000
58260	Vaginal Hysterectomy	\$968
58400	Suspension of Uterus	\$656
58600	Division of fallopian tube	\$464
58700	Removal of fallopian tube	\$608
58720	Removal of ovary/tube(s)	\$712
58740	Revise Fallopian Tube(s)	\$744
58750	Repair Oviduct	\$1,216
58770	Create New Tubal Opening	\$1,064
58925	Removal of ovarian cyst(s)	\$544

HM905-LMC (10/10) 15 Platinum 500

58940	Removal of ovary(s)	\$544
59121	Surgical Treatment of Ectopic pregnancy w/o salpingectomy	\$760
59150	Treat Ectopic Pregnancy	\$760
59400	Obstetrical Care	\$992
59409	Obstetrical Care; Vaginal Delivery Only – w/o Postpartum Care	\$520
59410	Obstetrical Care; Vaginal Delivery – with Postpartum Care	\$576
59510	Cesarean delivery	\$1,224
59851	Abortion	\$576
61154	Pierce Skull, Remove Clot	\$1,576
61312	Open Skull for Drainage	\$2,000
62284	Injection for Myelogram	\$256
63030	Low Back Disk Surgery	\$1,792
63035	Added Spinal Disk Surgery	\$584
63047	Removal of Spinal Lamina	\$2,000
63048	Removal of Spinal Lamina	\$704
63075	Neck Spine Disk Surgery	\$1,848
64721	Carpal Tunnel Surgery	\$576
65855	Laser Surgery of Eye	\$552
66170	Glaucoma Surgery	\$744
66761	Revision of Iris	\$440
66984	Remove Cataract, Insert Lens	\$1,064
67210	Treatment of Retinal Lesion	\$568
67820	Revise Eyelashes	\$56
67840	Remove Eyelid Lesion	\$144
68761	Close Tear Duct Opening	\$88

HM905-LMC (10/10) 16 Platinum 500

HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

HM Life Insurance Company, certifies that you will be insured under the Group Policy Number issued to the Policyholder shown below during the time, in the manner, and for the amounts provided in the Group Policy.

President

Mile Sullin

POLICYHOLDER: National Better Living Association

GROUP POLICY NUMBER: *

POLICY EFFECTIVE DATE: December 1, 2011

CERTIFICATE EFFECTIVE DATE: December 1, 2011

STATE OF ISSUE: Georgia

A Group Policy has been issued to the Policyholder. Your coverage under that Group Policy is shown in this Certificate. If your coverage is changed by an amendment to the Group Policy, We will provide the Policyholder with a revised Certificate or other notice to be given to you.

PLEASE READ THIS CERTIFICATE CAREFULLY

This Certificate of Insurance has a Table of Contents to help you find specific provisions. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Certificate Effective Date shown above, at the Policyholder's address. The laws of the State of Issue shown above govern this Certificate.

"You" and "your" refer to the Covered Employee. The "Company", we", "us", and "our" refer to **HM Life Insurance Company**. Other defined terms are printed with an initial capital letter.

GROUP INDEMNITY MEDICAL INSURANCE CERITFICATE
 NON-PARTICIPATING

THIS CERTIFICATE DESCRIBES THE GROUP INDEMNITY MEDICAL INSURANCE PROVIDED UNDER THE GROUP POLICY. THE GROUP POLICY DOES NOT PROVIDE MAJOR MEDICAL OR COMPREHENSIVE MEDICAL INSURANCE.

NOTICE

THE LAWS OF THE STATE OF GEORGIA
PROHIBIT INSURERS FROM UNFAIRLY DISCRIMINATING
AGAINST ANY PERSON BASED UPON HIS OR HER STATUS AS A VICTIM OF FAMILY VIOLENCE.

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SCHEDULE OF BENEFITS

This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to the benefits provided by the Policy under this Certificate please read all the provisions carefully.

Eligible Persons: An Eligible Person is an individual who is a member of the National Better Living Association.

Eligibility Waiting Period: None

MEDICAL INDEMNITY BENEFITS

This Schedule of Benefits provides a brief outline of the Medical Indemnity Benefits provided by the Policy under this Certificate. Please read the Description of Benefits section for full details.

Covered Expense

Benefit Amount

In-Patient Hospital Services

Maximum Daily In-Hospital Benefit	\$1000
Maximum Days per [Plan] Year	30

Additional Daily Benefit for the first day of Hospital confinement (limited to 1

admissions per Plan Year) \$1000

Daily ICU, CCU, NICU or PICU Benefit \$2000 Maximum Days per Plan Year` 30 *

Out-Patient Diagnostic Testing Benefit

Daily Out-Patient Tests \$50

Maximum Days per Plan Year
(limited to one test per day) 1

Hospital Emergency Room Benefit

Benefit Amount per Visit \$100 Maximum Visits per Plan Year 3

Physician Services

Surgery Benefit See Schedule of Surgical Procedures

Maximum Procedures per Plan Year * 1

Anesthesia Benefit 20% of the Surgery Benefit payable for the

procedure performed

Office Visits

Maximum Benefit per Visit \$80

Maximum Number of Visits

^{*} Each day of confinement in an ICU, CCU, NICU, or PICU reduces the available In-Hospital Benefits days by one.

^{*} Exceptions apply - See Schedule of Excepted Procedures

per Plan year 3

Ambulance Service

Benefit per Trip \$100

Maximum Number of Trips

per Plan year 3

Wellness Service Benefit

Benefit per Service \$50

Maximum Services
per Plan Year 1

Contributions The entire cost of this insurance is paid by

Covered Persons.

GENERAL DEFINITIONS

Please note that certain words used in this Certificate have specific meanings. Other than references to he, him, his, you, your, yours, we, us or our the words defined below and capitalized within the text of this Certificate have the meanings set forth below.

Ambulance Service means an entity which is licensed by the state, where required, which provides local air or land transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured. A Trip means transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured, for example:

- 1. from a Covered Person's home, the scene of an accident or medical emergency to a Hospital or skilled nursing facility; or
- 2. between Hospitals; or
- 3. between a Hospital and skilled nursing facility

Company or we, us or our means HM Life Insurance Company, domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

- 1. occurs while the Covered Employee is covered under this Certificate;
- 2. treatment must be rendered within 72 hours of such Covered Accident:
- 3. is not contributed to by disease, sickness, or mental or bodily infirmity; and
- 4. is not otherwise excluded under the terms of this Certificate.

Covered Member means an Eligible Person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by us and required premium has been paid when due and for whom coverage under this Certificate remains in force.

Covered Expenses means the benefits shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Medical Indemnity Benefits* section of this Certificate. Covered Expenses must be Incurred by a Covered Person for Treatment of a Covered Accident or a Covered Sickness.

Covered Person means a Covered Member, an eligible spouse and eligible dependent children who are covered under this Certificate.

Covered Sickness means a bodily disorder, disease, physical or mental condition, functional nervous disorder, pregnancy, or complication of pregnancy that:

- 1. is first manifested while the Covered Person is covered under this Certificate or is not subject to the Pre-Existing Condition Limitation; and
- 2. is not otherwise excluded under the terms of this Certificate.

A Covered Sickness includes congenital defects and birth abnormalities of a newborn child.

Eligible Dependent means the Covered Member's:

- 1. lawful spouse, unless such spouse is eligible for medical coverage as a Covered Employee under this Policy; and
- 2. unmarried natural or step child, unless such child is eligible for medical coverage as a Covered Employee under this Policy and who:
 - a. is less than 26 years old; or
 - b. becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for dependent children. The Company must receive proof of incapacity within 31 days after coverage would otherwise terminate. This insurance will continue for as long as the Covered Employee's insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age 26:
 - c. is adopted by or placed for adoption with, or is party in a suit for adoption by, the Covered Employee; or
 - d. is required to be provided coverage by the Insured or his spouse under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609[a]).

Eligible Person means an individual as defined in the Schedule of Benefits

He, him or his means an individual, male or female.

Hospital means an institution that meets all of the following:

- 1. it is licensed and accredited by the Joint Commission on Accreditation of Health Care Organizations as a Hospital pursuant to applicable law; it is primarily and continuously engaged in providing medical care and treatment to a sick and injured persons;
- 2. it is managed under the supervision of a staff of legally licensed physicians;
- 3. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 4. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
- 5. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

- 1. rehabilitation, convalescent or custodial care;
- 2. the aged; or
- 3. Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person Incurs an expense.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident or a Covered Sickness. Separate Hospital Stays due to the same Covered Accident or Covered Sickness will be treated as one Hospital Stay unless (a) separated by at least 90 days or (b) a Covered Employee returns to Active Service for 30 or more days between Hospital Stays.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day or twenty-four (24) continuous hours in a Hospital and incurred room and board charges. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case The term "Inpatient" shall mean a Covered Person is required to be confined for a period of at least a full day or twenty-four (24) continuous hours as determined by the Hospital.

Member means a member of the National Better Living Association

Out-Patient means a Covered Person who receives covered treatment, services and supplies while not an Inpatient in a Hospital.

Physician means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

- 1. employed or retained by the Policyholder; or
- 2. living in the Covered Person's household; or
- 3. a parent, sibling, spouse or child of the Covered Person.

Pre-Existing Condition means any injury sustained in an accident that occurred, or a sickness that first manifested itself before the Covered Person's effective date of coverage under this Policy and for which the Covered Person has not received any diagnosis, medical advice, care or treatment within the 6-month period immediately preceding His effective date of coverage.

A pregnancy that existed on a Covered Person's effective date will not be considered as a Pre-Existing Condition.

Benefits for Pre-Existing Conditions may be limited. Please read the *Description of Medical Indemnity Benefits* section for any applicable limitations.]

Policyholder means the entity shown on the cover page of this policy.

Treatment means care, services or supplies, provided by or at the direction of a Physician for a Covered Expense.

You or your mean the Covered Member.

ELIGIBILITY, EFFECTIVE DATE, TERMINATION AND CONTINUATION PROVISIONS

Certificate Effective Date

We agree to provide Medical Indemnity Insurance Benefits described in this Certificate in consideration of your enrollment and payment of the contributions, if any, when due. Your coverage under this Certificate's begins on the date you are eligible.

Eligibility

A Member becomes eligible for insurance under the Policy on first of the month following the date he becomes Eligible Person. Dependents of an Eligible Person become eligible for any dependent insurance provided by this Certificate on the later of first of the month following the date the Member becomes eligible and first of the month following the date the spouse or dependent child meets the applicable definition shown in the *Definitions* section of this Policy.

No person may be eligible for insurance under the Policy as both a Member and a spouse or dependent child at the same time.

If both spouses are eligible as a Member, the dependent children may be covered under only one Member, but not both of them.

If both spouses meet the definition of an Eligible Person, as shown in the *Schedule of Benefits* and have:

- 1. No dependent children both may be insured as a Covered Member or one may elect to insure the other as an Eligible Dependent.
- 2. Dependent children, both may be insured as a Covered Member but only one may elect dependent coverage to insure dependent children.

A spouse that does not meet the definition of an Eligible Member or a dependent child may elect to be insured as an Eligible Dependent provided one spouse meets the definition of an Eligible Person as shown in the *Schedule of Benefits*.

You must enroll for your insurance and your Eligible Dependents insurance and agree to make any required contributions for that coverage when due. Your insurance and your Eligible Dependent's insurance will be effective on the first of the month following the date we receive a completed enrollment form and the required first contribution.

Insurance becomes effective for a newborn dependent child automatically from the moment of the child's live birth. Insurance for that dependent child will end automatically 31 days later unless the Member enrolls the child and pays the required initial premium with 31 days of the child's birth.

Effective Date of Changes

Any increase or decrease in the amount of insurance for a Covered Person resulting from a change in benefits provided by this Policy will take effect on first of the month following the date of such change. Increases will take effect subject to any Pre-Existing Condition limitation.

Termination of Insurance

Please read the *Continuation Provisions* section of this Certificate for information on continuation after eligibility for coverage would otherwise end.

The insurance on a Covered Person will end on the earliest date below:

- 1. first of the month following the date this Certificate or insurance for a Covered Class is terminated;
- 2. the next premium due date after first of the month following the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Certificate;
- 3. the last day of the last period for which contributions, if any, are paid;
- 4. the end of any period of continuation, as provided in the Continuation Provisions; and
- 5. with respect to an Eligible Dependent, first of the month following the date of the death of the Covered Employee or first of the month following the date of divorce from the Covered Employee[;]
- [6. the next premium due date after first of the month following the date the Covered Person attains age 70].

Termination will not affect a claim for Covered Expenses Incurred while coverage was in effect.

Continuation Provisions

Continuation may be available after the termination of this insurance. Please contact your employer for details.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to us within 31 days after a Covered Expense is Incurred or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to us at our Administrative Office. Notice should include the Policyholder's name and policy number and the Covered Person's name, address, and Policy Number.

Claim Forms

We will send claim forms for filing proof of loss when we receive notice of a claim. If such forms are not sent within 15 days after we receive notice, the proof requirements will be met by submitting, within the time fixed in this Certificate for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to us must be given to us at our Administrative Office within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which we

are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to lack of legal capacity.

Time of Payment of Claims

We will pay benefits due under this Certificate for any loss immediately upon receipt of due written or authorized electronic proof of such loss.

Payment of Claims

All benefits will be paid in United States currency. All benefits payable under this Certificate, unless otherwise stated, will be payable to the Covered Person or to his estate.

Claim Administration

For plans subject to the Employee Retirement Income Security Act (ERISA), The plan administrator of the employer's employee welfare benefit plan (the plan) has selected us as the plan fiduciary under federal law for the review of claims for benefits provided by this Certificate and for deciding appeals of denied claims. In this role we shall have the authority, in our discretion, to interpret the terms of plan documents, to decide questions of eligibility for coverage or benefits under the plan, and to make any related findings of fact. All decisions made by us in this capacity shall be final and binding on participants and beneficiaries of the plan to the full extent permitted by state and federal law.

We will have no fiduciary responsibility with respect to the administration of the plan except as described above. It is understood that our sole liability to the plan and to participants and beneficiaries under the plan shall be for the payment of benefits provided under this Certificate.

We may contract with another entity to perform this function on our behalf.

Physical Examination and Autopsy

We, at our own expense, have the right and opportunity to examine the Covered Person when and as often as we may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Certificate less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Certificate. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods.

- 1. A request for lump sum payment of the overpaid amount.
- 2. A reduction of any amounts payable under this Certificate.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

GENERAL PROVISIONS

10 Day Right To Examine Certificate

If a Covered Person is not satisfied with the Certificate for any reason, it may be returned to Us within 10 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any Covered Person that wants to make an assignment of his insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Covered Person's insurance (including an assignment on a form furnished by us or by the Policyholder).

Incontestability

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the terms of the Policy, all statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his applicable representative shall be given a copy.

After two years from a Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Certificate are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

DESCRIPTION OF INDEMNITY MEDICAL BENEFITS

This Section describes the Medical Indemnity Benefits provided by this Certificate. Benefit amounts and any applicable benefit-specific maximums or limits are shown in the *Schedule of* Benefits. Please read these sections in order to understand all of the terms, conditions and limitations applicable to these benefits.

MEDICAL EXPENSE BENEFITS

We will pay the benefits amount shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for Treatment of an injury sustained in a Covered Accident or for Treatment of a Covered Sickness. All benefit amounts and any applicable maximums are shown in the *Schedule of Benefits*, and, unless otherwise specified, are payable on a per Covered Person basis. For other than Surgery, the amount we will pay is limited to the dollar amount shown in the Schedule of Benefits for the

Covered Expense, The amount we will pay for any one Surgical Procedure is limited to the dollar amount shown in the *Schedule of Surgical Procedures*.

Covered Expenses:

In-Patient Hospital Services

If a Covered Person while insured is confined in a hospital as a result of a Covered Accident or a Covered Sickness, we will pay a benefit for each day of Confinement, up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits*. No benefit will be paid for any day the Covered Person is not under the regular care and attendance of a Physician.

Benefits will be payable for a Covered Person while confined in an intensive care unit, coronary care unit, neonatal intensive care unit or pediatric intensive care unit up to the Maximum Number of Days per Plan year, as shown in the *Schedule of Benefits* for a Covered Accident or Covered Sickness. This benefit and the Daily In-Hospital Benefit together will be limited to the Maximum Number of Days as shown in the *Schedule of Benefits* for the Daily In-Hospital Benefit.

The Maximum Days shown in the *Schedule of Benefits* applies to the total of days of intensive, coronary, neonatal or pediatric intensive care and any other days of confinement per Plan year.

No benefit will be paid for any period the Covered Person is not confined to a Hospital as an inpatient during a Hospital Stay.

Outpatient Diagnostic Testing Services

We will pay a benefit for Outpatient Diagnostic Testing Services when laboratory tests or x-rays are performed for the purpose of diagnosis of a Covered Accident or Covered Sickness as indicated by symptoms that would suggest an Injury or Sickness has occurred, while the Covered Person is not confined in a Hospital. This benefit is limited to once per Testing Day, not to exceed the Maximum Number of Testing Days per Plan Year shown in the Schedule of Benefits.

Emergency Room Treatment

We will pay a Hospital Emergency Room Benefit for Treatment provided in an outpatient emergency room of a Hospital or licensed facility, up to the maximum number of visits annually shown in the *Schedule of Benefits*.

Physician Services

Surgery – If a Covered Person undergoes a surgical procedure listed in the Schedule of Surgical Procedures as a result of a Covered Accident or Sickness, and surgery is performed in a Hospital while confined or on an outpatient basis, Ambulatory Surgical Center, or in the Physician's office, we will pay the benefit shown in the *Schedule of Surgical Procedures*.

A list of common procedures and the maximum amount for each is shown in the Schedule of Surgical Procedures.

If two or more procedures are performed through the same incision or operative site, the benefit paid will be for only the procedure that has the larger benefit. If more than one procedure is performed, but each through a separate incision or in a separate operative field, the amount payable will be the specified amount for the primary procedure plus 50% of the amount payable for all other surgical procedures performed.

With respect to a surgical procedure not listed in the Schedule of Surgical Procedures, we will pay an indemnity benefit amount consistent with similar procedures that are listed in the

Schedule of Surgical Procedures.

Anesthesia – We will pay a percentage, as shown in the *Schedule of Benefits*, of the surgical benefit for anesthesia and its administration.

Office Visits – We will pay the Physician Office Visit Benefit, shown in the *Schedule of Benefits*, for a Physician office visit as a result of a Covered Sickness or Covered Accident, for services rendered in the Hospital Emergency Room for a Covered Sickness and a wellness / physical visit up to the Maximum Number of Office Visits per Plan Year shown in the *Schedule of Benefits*.

Ambulance Services

Benefits are payable for professional transportation furnished by a duly licensed ambulance service to the nearest facility equipped to treat a Person's Covered Accident or Sickness. This does not include transportation solely to the Covered Person's personal Physician, or to secure treatment from a Physician, or a facility of greater renown.

We will pay Covered Expenses Incurred for Ambulance Service up to the maximum number of trips shown in the *Schedule of Benefits*.

Wellness Service Benefit

We will pay Covered Expenses Incurred for Wellness Services rendered to a Covered Person, up to the maximum number of services shown in the *Schedule of Benefits*. Wellness services are limited to the following services: PAP Smear, PSA or immunization.

Limitation for Pre-Existing Conditions

We will not pay any benefits for treatment of a Covered Person's Pre-Existing Condition until he has been insured under this Policy for continuous period of 12 months.

Excluded Expenses

The following will not be Covered Expenses under this Indemnity Medical Benefit unless specifically provided elsewhere in this Certificate:

- 1. treatment that is solely for the purpose of rest care or custodial care and any associated transportation;
- 2. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complication thereof this exclusion does not apply to:
 - a. cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
 - b. reconstruction incidental to or following surgery resulting from a covered Accident or Sickness or from trauma, infection or other diseases of the involved part;
 - c. correction of a congenital defect or anomaly that results in a functional defect of a covered dependent child;
 - d. with respect to a mastectomy:
 - i. all stages of reconstruction of the breast on which the mastectomy has been performed;
 - ii. surgery and reconstruction of the other breast to produce a symmetrical appearance; and
 - iii. treatment of physical complications for all stages of the mastectomy, including lymphedema;

- 3. examinations needed for employment, obtaining insurance or travel;
- 4. voluntary abortion, unless:
 - a. the life of the mother would be endangered if the fetus were carried to term; or
 - b. medical complications have arisen from an abortion;
- 5. sex change procedures;
- 6. reversal of sterilizations:
- 7. diagnosis and treatment of infertility;
- 8. treatment of exogenous obesity, gastric bypass surgery or weight control unless Medically Necessary;
- 9. routine eye examinations or fitting of glasses or contact lenses;
- 10. hearing examinations or fitting of hearing aids;
- 11. dental examinations or dental care other than expenses resulting from a Covered Accident;
- 12. smoking cessation;
- 13. suicide or any attempt threat, while sane or insane, or any intentionally self-inflicted injury or Sickness, unless as a result of a medical condition or an act of domestic violence;
- 14. participation in a riot, civil commotion, civil disobedience, insurrection or unlawful assembly, unless a loss that occurs while a Covered Person is acting in a lawful manner within the scope of authority;
- 15. committing, attempting to commit, or taking part in a felony or assault;
- 16. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, mountain climbing, spelunking or hang gliding;
- 17. air travel, except:
 - a. as a fare-paying passenger on a commercial airline on a regularly scheduled route
 - b. on a charter flight operated by a scheduled airline; or
 - c. as a passenger for transportation only and not as a pilot or crew member;
- 18. the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which a Covered Accident occurred;
- 19. any treatment for an accident or sickness resulting from the use of a controlled substance by a Covered Person that is not provided by or at the direction of a Physician;
- 20. an act of war, whether declared or undeclared, or while performing police duty as member of any military or naval organization. This exclusion includes a Covered Accident occurring or Sickness contracted while in the service of any military, naval or air force of any country engaged in war (the Company will refund the pro rata unearned premium for any such period the Covered Person is not covered);
- 21. an accident or sickness arising out of and in the course of any occupation for compensation,

- wage or profit or expenses which are payable under Workers' Compensation, Occupational Disease or similar law, whether or not application for such benefits has been made;
- 22. any treatment received or expenses incurred during a period of time that insurance for a Covered Person is not in force;
- 23. any treatment received or expenses incurred after this Policy has terminated;
- 24. any service, supply or treatment that is not provided by or at the direction of a Physician;
- 25. treatment of any accident or sickness outside the United States or Canada;
- 26. transportation except as provided for in Ambulance Services;
- 27. benefits for services or treatment rendered by any person who is:
 - a. employed or retained by the Policyholder;
 - b. living in the Covered Person's household;
 - c. a parent, sibling, spouse or child of a Covered Member or of his spouse; or
 - d. a Covered Person treating himself[; or]

[28. the treatment of:

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- a. mental illness;
- b. functional or organic nervous disorder, regardless of cause;
- c. alcohol abuse;
- d. drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed].

SCHEDULE OF SURGICAL PROCEDURES

CPT-4		
Codes	Description	Amount
10060	I&D of Abscess, Simple	\$140
10061	I&D of Abscess, Complex	\$320
19000	Puncture Aspiration of cyst of Breast	\$160
19120	Removal of Breast Lesion	\$920
19180	Mastectomy, Simple	\$1,540
19240	Removal of Breast	\$2,300
20550	Injection; Single Tendon Sheath or Ligament	\$120
20600	Drain/Inject Joint/Bursa	\$120
20605	Drain/Inject Joint/Bursa	\$120
22554	Neck Spine Fusion	\$5,000
23500	Closed tx, clavicle fracture	\$380
25560	Closted tx, radius fracture	\$720
27230	Closed tx, femur fracture.	\$1,100
27816	Closed tx, ankle fracture	\$780
28415	Closed tx, humerus fracture	\$2,440

29580	Application of Paste Boot	\$100
35301	Re-channeling of Artery	\$3,660
36415	Drawing blood	\$20
36489	Insertion of Catheter, Vein	\$320
36533	Insertion of Access Port	\$1,180
38562	Removal, Pelvic Lymph Nodes	\$2,440
38770	Remove Pelvis Lymph Nodes	\$2,960
38780	Remove Abdomen Lymph Nodes	\$4,880
44005	Freeing of Bowel Adhesion	\$1,980
44140	Partial Removal of Colon	\$2,840
44950	Appendectomy	\$1,440
44970	Laparoscopy surgical appendectomy	\$1,440
45378	Diagnostic Colonoscopy	\$840
45560	Repair of Rectocele	\$940
46255	Hemorrhoidectomy, internal and external	\$1,120
47600	Cholecystectomy	\$2,600
49000	Exploration of Abdomen	\$1,740
49320	Laparoscopy, diagnostic	\$1,240
49505	Repair Inguinal Hernia	\$1,420
49560	Repair Abdominal Hernia	\$1,720
50590	Lithotripsy, extracorporeal shock wave	\$3,320
51840	Bladder repair/vesical neck	\$2,400
52612	TURP	\$2,200
55810	Prostatectomy, perineal radical	\$4,120
57240	Repair Bladder & Vagina	\$1,360
57280	Suspension of Vagina	\$2,120
57282	Repair of Vaginal Prolapse	\$2,120
58150	Total Hysterectomy	\$2,500
58260	Vaginal Hysterectomy	\$2,420
58400	Suspension of Uterus	\$1,640
58600	Division of fallopian tube	\$1,160
58700	Removal of fallopian tube	\$1,520
58720	Removal of ovary/tube(s)	\$1,780
58740	Revise Fallopian Tube(s)	\$1,860
58750	Repair Oviduct	\$3,040
58770	Create New Tubal Opening	\$2,660
58925	Removal of ovarian cyst(s)	\$1,360

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58940	Removal of ovary(s)	\$1,360
59121	Surgical Treatment of Ectopic pregnancy w/o salpingectomy	\$1,900
59150	Treat Ectopic Pregnancy	\$1,900
59400	Obstetrical Care	\$2,480
59409	Obstetrical Care; Vaginal Delivery Only – w/o Postpartum Care	\$1,300
59410	Obstetrical Care; Vaginal Delivery – with Postpartum Care	\$1,440
59510	Cesarean delivery	\$3,060
59851	Abortion	\$1,440
61154	Pierce Skull, Remove Clot	\$3,940
61312	Open Skull for Drainage	\$5,000
62284	Injection for Myelogram	\$640
63030	Low Back Disk Surgery	\$4,480
63035	Added Spinal Disk Surgery	\$1,460
63047	Removal of Spinal Lamina	\$5,000
63048	Removal of Spinal Lamina	\$1,760
63075	Neck Spine Disk Surgery	\$4,620
64721	Carpal Tunnel Surgery	\$1,440
65855	Laser Surgery of Eye	\$1,380
66170	Glaucoma Surgery	\$1,860
66761	Revision of Iris	\$1,100
66984	Remove Cataract, Insert Lens	\$2,660
67210	Treatment of Retinal Lesion	\$1,420
67820	Revise Eyelashes	\$140
67840	Remove Eyelid Lesion	\$360
68761	Close Tear Duct Opening	\$220